BURBANK CITY COUNCIL
SPECIAL MEETING AGENDA
WEDNESDAY, MAY 20, 2026
3:00 p.m. – Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Special City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Wednesday, May 20, 2026, at 3:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting via in-person and/or telephonically for Closed Session Public Comment. They may also submit their written comments regarding City business using the eComment feature on the City website.

Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (24-hour notice is required). For more information, please contact the ADA Coordinator at (818) 238-5051.

Interpretation Requests:
If you would like to participate in Public Comments and require an interpreter, please telephone the City Clerk's Office at (818) 238-5851 at least 24 hours in advance of the meeting.

Si desea participar en los comentarios públicos y necesita un intérprete, por favor llame a la Oficina de la Secretaria Municipal al (818) 238-5851 al menos 24 horas antes de la reunión.

Եթե ցանկանում եք մասնակցել հանրային մեկնաբանություններին և թարգմանիչ եք պահանջում, խնդրում ենք զանգահարել քաղաքապետարանի գրասենյակ՝ (818) 238-5851 հեռախոսահամարով հանդիպումից 24 ժամ առաջ:

How to View the Meeting:
Local Cable: Spectrum Channel 6 or AT&T Uverse Channel 99.
YouTube Live Streaming Channel: Click here.
City Website Live Streaming: Click here.

Public Comment Options:

1. To speak during Special Meeting Public Comment, members of the public may speak in-person in the Council Chamber or call (818) 238-3335. Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many callers are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and calls will not be accepted once the public comment period commences.
    - 1 – 20 Total Speakers – 3 minutes each
    - 21 – 39 Total Speakers – 2 minutes each
    - 40+ Total Speakers – 1 minute each

2. Written public comment may be submitted via eComment, available on the City website (www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 2:00 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.

3. The Presiding Officer has the discretion to reduce speaking time for each speaker in order to ensure that City business can be completed at a reasonable hour.

Public Disclosure:
Please be advised that any communication submitted to the City of Burbank, its officials, staff or City consultants, may be considered a public record under the Brown Act and California Public Records Act. This means that any information contained in the communication, including personal information, may be subject to public disclosure. The City reserves the right to disclose such information in accordance with the law.

This agenda contains a summary of each item of business which the City Council may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at www.burbankca.gov. Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at www.burbankca.gov. If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (24-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

A. **Call to Order: 3:00 p.m.**

B. **Moment of Reflection:**

C. **Flag Salute:**

D. **Roll Call:**

E. **Reports to Council:**

1. Update on Los Angeles County Metropolitan Transportation Authority North Hollywood to Pasadena Corridor Bus Rapid Transit and Senate Bill 79 – Community Development Department

   Special Meeting Public Comment: (On Special Meeting items only.) To Comment, please telephone into the meeting at (818) 238-3335 or to speak in person, a **TAN** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

   Council Action:

   Attachments:
   SR - BRT and SB 79 Update
   Att1 - Project Alignment
   Att2 - 04.12.22 SR & EIR Comment Letter
   Att3 - 03.26.24 SR & Cooperative Agreement
   Att4 - 01.27.26 SR
   Att5 - HCD SB79 Guidance
   Att6 - TOD Stops & Development Areas
   Att7 - Letter Requesting Environmental Review
   Att8 - Letter re BRT 100 Percent Plans
   Att9 - Response to Request for Environmental Review
   Att10 - Response to Letter re 100 Percent Plans
   Att11 - Request for Level 2 Dispute Resolution
   Att12 - City Response and Offer re Dispute Resolution
   Att13 - Letter to SCAG

F. **Adjournment:** To Tuesday, June 2, 2026, for a Joint Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: May 20, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: David Kriske, Assistant Community Development Director, Transportation

SUBJECT: Update on Los Angeles County Metropolitan Transportation Authority North Hollywood to Pasadena Corridor Bus Rapid Transit and Senate Bill 79

EXECUTIVE SUMMARY

This report provides Council and the community with an update on the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Corridor Bus Rapid Transit Project (BRT or Project) and the Project's potential for designating higher residential densities around transit stops pursuant to Senate Bill (SB) 79. Staff will cover:

1. Metro's current BRT Project timing;
2. Confirmation of the BRT Project's potential SB 79 stop designations at five of six Burbank stations; and
3. City proposals made to Metro to ensure SB 79 densities do not impact the City's infrastructure without proper environmental analysis.

BACKGROUND

This staff report provides an update on the latest status of Metro's BRT Project, staff action taken regarding SB 79 since Council's January 27, 2026 direction, as well as the City's overlapping concern that the Olive Avenue segment of the BRT Project could trigger SB 79 densities that were not considered in the BRT Project Environmental Impact Report (EIR), and for which the City's infrastructure cannot currently handle.

BRT Project's Historical and Current Status

The Project aims to construct an 18-mile BRT between the North Hollywood B / G Line Station and the A Line in Pasadena, passing through Los Angeles, Burbank, Glendale, and Pasadena (Attachment 1). BRT is high-capacity bus transit offering fewer stops and

speed improvements over a traditional bus route. Unlike traditional transit operating in Metro right of way, the BRT uses local city right of way for travel and station locations.

The City has supported the BRT by participating in its planning, environmental review, and design stages. During the Project's environmental review, the City Council requested mixed-flow on one BRT segment along Olive Avenue between Buena Vista and Lake Streets due to concerns about intersection congestion and related spillover traffic impacts into adjoining residential neighborhoods, which impacts were not fully analyzed in Metro's Final EIR. Concerns over Olive Avenue traffic operations and spillover traffic were raised by the City in Metro's environmental process as early as 2020, and the City's mixed-flow position was communicated to the Metro Board of Directors via comment letter submitted to the Project's Final EIR in 2022 (Attachment 2). Yet, the Metro Board disregarded the request and instead designated one vehicle travel lane on this Olive Avenue segment in each direction be reconfigured as a dedicated bus lane when it approved the Project.

The City and Metro's continued collaboration on Project design and delivery came next through a jointly-approved Cooperative Agreement (Attachment 3). At the meeting where the Cooperative Agreement was approved, the Council reiterated its position for mixed-flow on Olive Avenue and invited Metro staff to respond. Metro's Executive Officer indicated that the Project design and lane configuration was not yet final and urged the Council not to include a specific project description with mixed-flow in the Cooperative Agreement so that the parties could jointly work together to agree on final design, including mixed flow, essentially deferring the dispute. To date, the two agencies have not resolved the issue. Metro is completing design for its BRT Project, including submitting the most recent final plans on April 16, 2026, with final City comments due on or before May 18, 2026. City staff have indicated to Metro that construction permits cannot be issued while the configuration of Olive remains unresolved. This designation now has impacts for development under SB 79.

SB 79 Overview & Relevance to BRT Project

SB 79 was signed by the Governor on October 10, 2025 and takes effect July 1, 2026. The new law is intended to facilitate transit-oriented housing development by establishing new development standards near qualifying transit facilities such as the proposed stations along the BRT Project. As a result, SB 79 densities along the BRT, particularly along Olive Avenue, would present significant challenges related to development intensity, utilities, infrastructure, capacity and environmental review, and may introduce additional complexity to ongoing local planning efforts. Newly imposed impacts will result in significant environmental concerns that need to be analyzed and considered under the California Environmental Quality Act (CEQA).

SB 79 land use concerns, and the unresolved configuration of the BRT Project have become intertwined because the configuration of BRT striping and station locations

impact how and where SB 79 may affect residential densities throughout Burbank. Without changes to Metro's 2022 BRT Project description, the designation of five of six current Burbank BRT stations will trigger changes to residential land use densities under SB 79, which would require subsequent environmental review of the Project before permits can be issued.

Follow-up to January 27, 2026 SB 79 Update to Council

On January 27, 2026 the Council received a report on SB 79 with some of the above information as well as staff recommendations for pursuit of SB 79 policy clarifications and a legislative clean-up (Attachment 4). Such efforts were unsuccessful. Specifically, staff attempted to influence legislation meant to "clean up" SB 79 and clarify interpretations that could lessen its impacts to the City. In February 2026, staff met with legislative representatives from the offices of Senator Menjivar, Assemblymember Schultz, and Senator Wiener (sponsor of SB 79). At these meetings, staff discussed the City's concerns regarding impacts of SB 79, offered example language for legislation that would limit SB 79's local applicability, and suggested other changes to the law's applicability to BRT stations along routes with a mix of bus lanes and mixed-flow operation. Staff did not receive any favorable responses nor a commitment from any legislative representative to pursue clean-up language. Staff also attempted to meet with staff and consultants from Senate Housing and Local Government Committees, but the meetings were declined. Staff also investigated SB 1361, introduced in April 2026 originally aimed at adjusting the applicability of SB 79 to certain projects in Los Angeles County including BRT. The bill was substantially revised and is no longer helpful in lessening SB 79's impact on the City. Instead it aims to curtail cities' opposition for projects involving planned transit-oriented (TOD) stops.

DISCUSSION

The BRT Project Triggers SB 79

The proposed BRT Project alignment and stations could trigger new residential density in several areas throughout the City where SB 79 designates the stop as TOD stops, which allow higher densities within specified radii of the stop. The BRT will construct six stations in Burbank: (1) Hollywood Way at Olive Avenue, (2) Buena Vista Street at Alameda Avenue, (3) Olive Avenue at Verdugo Avenue / Sparks Street, (4) Olive Avenue at Lake Street, (5) Olive Avenue at San Fernando Boulevard, and (6) Glenoaks Boulevard at Alameda Avenue.

BRT stations qualify as TOD stops under SB 79 if the station is served by bus service that 1) operates in full-time dedicated bus lanes at or near the station, and 2) runs at a frequency of 15 minutes or greater during weekday peak periods. Staff's analysis, with subsequent guidance from California Department of Housing and Community Development (Attachment 5), suggests that five of six BRT stations could be designated SB 79 TOD stops, depending on the final lane configuration of the Project and the Project

definition used by the Southern California Association of Governments (SCAG), the agency drawing official maps designating TOD stops and radii (Attachment 6).

SB 79's Application to the BRT Will Create New Environmental Impacts

SB 79's development potential around BRT TOD stops is a substantial change to the environmental circumstances under which the Project is being undertaken. This new development potential was not evaluated by Metro in its EIR for the Project. The BRT EIR determined that the Project would have a less-than-significant Land Use and Planning Impact because it would be limited to operating entirely within existing transportation corridors and would not impact land uses. But SB 79 has changed the circumstances around which the BRT was analyzed, and now potentially causes cumulative impacts caused by increased residential development, particularly with respect to transportation operations, utilities, public services, and other City infrastructure. As a Responsible Agency under CEQA, the City is responsible for considering whether further BRT approvals with unstudied land use impacts in City rights of way need additional environmental review.

On January 30, 2026, the City communicated to Metro that, as a Responsible Agency under CEQA, it could not issue permits for the BRT unless subsequent environmental review was conducted (Attachment 7). On February 17, 2026, the City reiterated this in its 100 percent project plan comments (Attachment 8). Metro responded to both communications indicating their disagreement (Attachment 9 and Attachment 10).

City and Metro Attempt Dispute Resolution

The City's recent concern about BRT stations triggering SB 79 has compounded its longstanding, preexisting concern about Metro's preferred configuration of dedicated bus lanes on Olive Avenue between Buena Vista and Lake and the likelihood of spillover traffic into adjoining neighborhoods due to increased congestion at intersections along Olive Avenue. The Cooperative Agreement includes a dispute resolution process when disagreements arise in the development of the Project. To attempt to resolve both the SB 79 concern and the Olive Avenue configuration conflict, the City requested a "level 2 dispute resolution" meeting (Attachment 11), which was held on April 2, 2026. On April 22, 2026 the City proposed terms to Metro to resolve conflicts and allow the Project to move forward (Attachment 12).

BRT Project Changes Could Substantially Lessen SB 79 Impacts

Several small physical modifications to the BRT Project could substantially lessen the impacts caused by increased SB 79 residential densities and honor the City's previous request for mixed-flow operations on Olive Avenue between Buena Vista and Lake. Metro could modify the BRT as proposed which allows the BRT to move forward to construction, begin operating, and provide improved regional transit service to the public. Specifically, the City proposed the following:

- Address the City's long-standing request to construct the Project as mixed-flow on Olive Avenue between Buena Vista and Lake. Relevant BRT stations are already designed to be served by either mixed-flow or bus lane service. This would result in two stations not meeting the operational criteria for SB 79 TOD stop designation.
- Make minor modifications to bus lane striping near the Olive/Hollywood and San Fernando/Olive stations where bus lanes currently transition to mixed-flow, including removing up to 200 feet of bus lane striping to ensure that bus lanes transition to mixed-flow at least 200 feet from entrance to the station area. This would result in two additional stations not meeting the operational criteria for SB 79 TOD stop designation.
- Maintain the BRT mixed-flow design at the Buena Vista/Alameda station currently included in Metro's 100 percent plans, so that it remains ineligible from being classified as a SB 79 TOD stop.

By making design changes around four stations and maintaining the current design at a fifth, staff believes that SB 79 would not apply to five of six BRT stations in Burbank. Only the Glenoaks/Alameda station would remain an SB 79 TOD stop because it is served by an extensive, full-time dedicated bus lane in the median of Glenoaks Boulevard that extends from Providencia Avenue in Burbank to Central Avenue in Glendale. That station is located on the boundary with Glendale and its SB 79 TOD stop radius of eligibility is only half in Burbank (half in Glendale). The half radius is located in an area that already contains primarily higher density multifamily and commercial zoning that is closer to the densities prescribed by SB 79, and would be located closer to the transit-rich neighborhoods. Eliminating SB 79 density from five stations while strategically accepting it at one would lessen the overall cumulative environmental Land Use and Planning impacts caused by the BRT.

Alternative Approach to Lessen SB 79 Impacts – Peak Period Bus Lanes

The City's current proposal requires modifications to the bus lane limits to reduce their proximity to stations. An alternative option could be an agreement that dedicated bus lanes in Burbank only operate during peak periods instead of full time, because SB 79 only applies to TOD stops served by full-time bus lanes. Changing bus lanes to peak-period operation could similarly result in five of six BRT stations no longer being classified as SB 79 TOD stops; however, this approach would not address the City's original concerns about vehicle congestion on Olive Avenue and neighborhood spillover traffic in adjacent residential neighborhoods during peak hours. Installing peak-period bus lanes on the BRT at Olive may still cause congestion during the four peak hours (two AM and two PM) daily during weekday travel, but would not affect traffic conditions at any other day or time. The City and Metro could also agree to make a combination of changes.

SCAG SB 79 Map Approval and Metro Cooperation

SB 79 tasks SCAG with drawing maps around eligible TOD stops to identify where SB 79 densities apply. SCAG has indicated that it intends to present final maps for approval by the SCAG Regional Council in June 2026 (https://scag.ca.gov/housing). Staff believes that SCAG's approval of SB 79 maps that impart new residential densities with the potential for environmental impacts is an action subject to CEQA, and communicated this position via letter sent March 3, 2026 (Attachment 13). The City's proposal to Metro could substantially lessen the land use impacts caused by SB 79's application to the BRT.

Analyzing SB 79 densities and application around the BRT is complex because it is unbuilt, but the law will nonetheless consider and designate qualifying TOD stops July 1, 2026. For unbuilt projects, SB 79 states that SCAG should identify TOD stops based on the preferred alternative selected by the transit agency's governing board (e.g. Metro Board of Directors), or the project description that is included in a regional transportation plan. There is uncertainty on how SCAG will designate TOD stops along the BRT, especially if the final design plans are updated as described above, but the preferred alternative adopted by the Metro Board in 2022 contains designated lanes on Olive Avenue and at stations. If the City and Metro agree to changes described above, the City should request Metro's cooperation informing SCAG of project changes.

Next Steps

As of the date of this report, the City and Metro continue to disagree on two issues related to BRT:

1) dedicated versus mixed flow operations on Olive Avenue between Buena Vista Street and Lake Street and
2) the ability of the City to issue permits for the Project without Metro's subsequent environmental review.

The City has continued to collaborate with Metro on project design and has timely reviewed all other elements of Metro's 60, 85, and 100 percent plans to ensure they meet City standards for construction. Metro has indicated that it will allocate full construction funding for the project in late May 2026, would like to break ground on construction in Burbank in July, and complete the project in 2027.

COMMUNITY OUTREACH

Metro conducted extensive community outreach and engagement throughout the development of the BRT, during both conceptual project development as well as through the CEQA analysis and related EIR process. This outreach helped Council develop its formal position supporting the project with mixed-flow on Olive Avenue between Buena Vista Street and Lake Street. Metro has conducted no outreach regarding SB 79 and BRT. The City Council received a presentation on SB 79, including its relation to the BRT, on January 27, 2026.

ENVIRONMENTAL REVIEW

Metro as the lead agency for the Project conducted environmental review pursuant to CEQA and an EIR was prepared pursuant to 14 Cal. Code Regs. § 15080 et seq., which was certified by the Metro Board of Directors on April 28, 2022. On January 30, 2026 the City, as Responsible Agency, informed Metro that the EIR is now inadequate because the adoption of SB 79 and its potential application to five of six BRT stations is new information that changes the circumstances under which the BRT was analyzed, and therefore the City cannot issue permits without subsequent environmental analysis.

FISCAL IMPACT

There is no fiscal impact with this update, however, implementation of the BRT's design which triggers SB 79 densities around five of six stations could have significant fiscal impacts due to unanticipated and unplanned increased demands on City infrastructure.

CONCLUSION

The City has continued to collaborate with Metro to deliver the BRT Project, while continuing to assert the Council's request for mixed-flow operations on Olive Avenue between Buena Vista Street and Lake Street. The adoption of SB 79 has now introduced the potential for higher densities around five of six BRT stations, depending on how the Project is designed and constructed. The City has communicated that SB 79 requires Metro to conduct subsequent environmental review for the Project if its design triggers increased residential densities around proposed BRT stations due to SB 79. Metro has declined and continues to reiterate its preference to designate Olive Avenue with dedicated bus lanes between Buena Vista Street and Lake Street. Staff from both agencies have conducted administrative dispute resolution, and the City's proposal offers a solution that would allow the project to move forward.

ATTACHMENTS

Attachment 1 – Project Alignment
Attachment 2 – April 12, 2022 City Council Staff Report and Final EIR Comment Letter
Attachment 3 – March 26, 2024 City Council Staff Report and Cooperative Agreement
Attachment 4 – January 27, 2026 SB 79 City Council Staff Report
Attachment 5 – California Housing and Community Development Dept. SB 79 Guidance
Attachment 6 – Metro BRT TOD Stops and SB 79 Development Areas
Attachment 7 – Letter to Metro Requesting SB 79 Subsequent Environmental Review
Attachment 8 – Letter to Metro Regarding BRT 100 Percent Plans
Attachment 9 – Metro Response to Request for Subsequent Environmental Review
Attachment 10 – Metro Response to Letter Regarding 100 Percent Plans
Attachment 11 – City Request for Level 2 Dispute Resolution
Attachment 12 – City Response and Offer to Metro RE: Level 2 Dispute Resolution
Attachment 13 – Letter to SCAG (and Response) regarding SB 79 TOD Stop Designations and CEQA Obligations

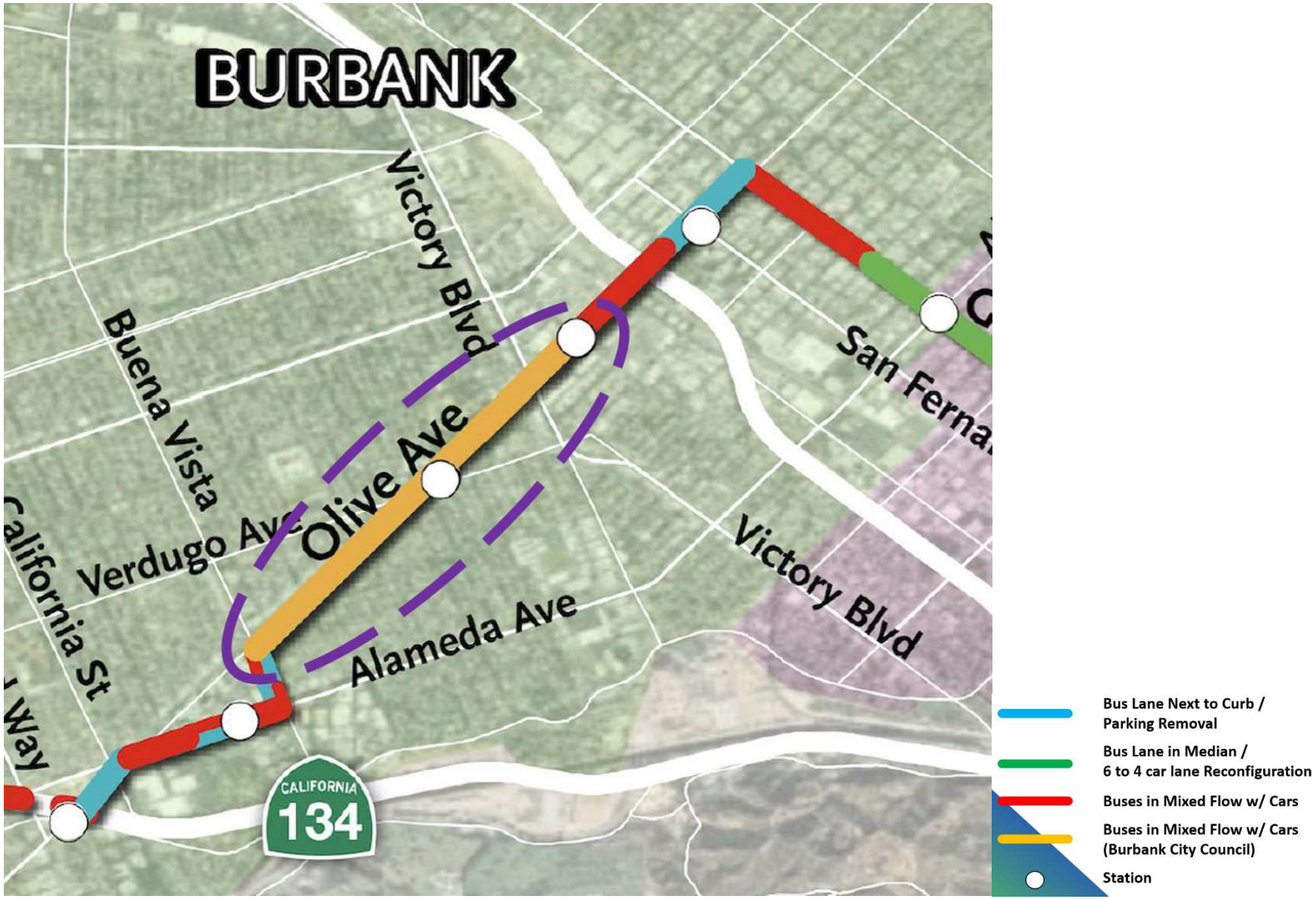
ATTACHMENT 1-1

Project Alignment



ATTACHMENT 1-2

Project Alignment – Detailed Burbank View



STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: April 12, 2022

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: David Kriske, Assistant Community Development Director

SUBJECT: Approval of a Metro North Hollywood to Pasadena Bus Rapid Transit Project Final Environmental Report Comment Letter

RECOMMENDATION

1) Approve a comment letter to Metro's Final Environmental Impact Report (Attachment 1) for the North Hollywood to Pasadena Bus Rapid Transit Project and direct staff to submit it to Metro prior to the Metro Board of Directors Planning and Programming Committee Meeting on April 20, 2022.
2) Select Option 1 as the City Council's preferred project configuration as it collaborates with Metro on the project's final design, and to communicate the preferred configuration to Metro as part of the comment letter.

BACKGROUND

Metro is currently conducting environmental review and public outreach for its North Hollywood to Pasadena Bus Rapid Transit (BRT) Project. This 18-mile project would construct a BRT between the North Hollywood Red Line / Orange Line Station and the Gold Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional bus route. Unlike a traditional transit project operating in Metro right of way, the project uses local city street right of way for operations as well as location of stations.

The proposed route (Attachment 2) would generally run from North Hollywood via Lankershim Boulevard and the Route 134 freeway before exiting the freeway in Burbank to serve the Burbank Media District. From there, the route would proceed east along Olive Avenue through Downtown Burbank, then south on Glenoaks Boulevard where it would leave the City and travel eastward to Downtown Glendale, the Los Angeles community of Eagle Rock, and Pasadena. The project would construct five stations in

Burbank: 1) Hollywood Way at Olive Avenue / Riverside Drive, 2) Alameda Avenue at Naomi Street / Buena Vista Street, 3) Olive Avenue at Verdugo Avenue / Sparks Street, 4) Olive Avenue at Lake Street, 4) Olive Avenue at San Fernando Boulevard, and 5) Glenoaks Boulevard at Alameda Avenue.

To achieve higher speeds and capacities, BRT generally operates in dedicated bus lanes on city streets, but is also flexible to operate in mixed-flow traffic using traffic signal technology or small bypass lanes to speed up travel times. In some cases, dedicated bus lanes can be built within roadway medians or other excess right of way, but often their implementation requires converting travel lanes or parking lanes into bus lanes. In addition to bus lanes, however, BRT also offers additional speed and reliability improvements such as all-door level boarding, payment required prior to boarding, further space between stations, and traffic signal priority. In Burbank, the route is proposed to operate mostly as a dedicated bus lane along portions of Alameda Avenue in the Media District, Olive Avenue, and Glenoaks Boulevard. Depending on the street configuration and width, the bus lane would be constructed by eliminating a vehicle travel lane and converting it into a bus lane. However, BRT has inherent flexibility. Depending on the neighborhood context of a particular BRT segment and the availability of right-of-way to construct dedicated BRT lanes, dedicated lanes are not required in all areas to provide a viable transportation alternative.

DISCUSSION

Staff has followed Metro's development of the project since 2016, and both Staff and City Council have provided written input and comments on the project throughout its environmental review which began in 2018. On October 26, 2020, Metro released a Draft Environmental Impact Report (DEIR) and provided the public and stakeholders the opportunity to provide comments on the project. The purpose of the DEIR is for Metro to describe the proposed project, analyze how the project would impact the environment, and identify if there are mitigations available to mitigate identified impacts.

Based on staff's review of the proposed project and the DEIR, staff believes that the NoHo to Pasadena BRT project supports several of the City's goals and policies:

- Supports Burbank's 12,000 Housing Unit Goal
- Relieves Transportation Impacts caused by Jobs-Housing Imbalance
- Connects Burbank Residents to Regional Transit and Eases Impact of Regional Traffic on Neighborhoods
- Supports Metrolink Capital Investments to Achieve 15-Minute Service
- Supports General Plan and Specific Plans
- Avoids Sensitive Corridors

While the project would implement several important City land use and transportation Goals and Policies, Metro's DEIR for the project revealed that its choice for how it proposes to implement elements of the project would cause impacts to the City. The City Council approved a DEIR comment letter that discussed several of these impacts (Attachment 3).

In 2020, staff recommended to the City Council that while the project has benefits for Burbank, it needs to be constructed in a way that respects Burbank's land use patterns and transportation priorities, and should be modified in a way that allows Burbank to enjoy its mobility benefits while still building and protecting neighborhoods.

Since release of the DEIR in 2020, Metro staff has modified the project in Burbank to address some of the City Council's concerns. Notable modifications to the project in Burbank include:

- **Converting one travel lane each direction on Olive Avenue into Bus Lanes**. The original project description proposed to implement bus lanes on Olive Avenue by removing parking and narrowing sidewalks to achieve bus lanes along with two travel lanes in each direction ("curb-running"). In response to the City's comments in the DEIR, Metro now proposes to implement bus lanes on Olive by removing one travel lane in each direction instead, which would preserve street parking and sidewalk widths ("side-running"). The City's comment asked that this segment be implemented as "mixed-flow" where buses operate in regular traffic lanes.
- **Realigning the project to serve Disney and St. Joseph's Hospital.** The original project bypassed these major employment and medical destinations, and in response to the City's concerns, Metro has modified the alignment in the Media District to utilize Alameda Avenue between Olive Avenue and Buena Vista Street, and Buena Vista Street between Alameda Avenue and Olive Avenue, with a stop planned at Alameda Avenue and Naomi Street / Buena Vista Street. Bus lanes are proposed on Alameda Avenue by removing limited street parking and converting the parking lane into a curb-running dedicated bus lane.
- **Removing the Olive Bridge station and relocating it to Olive Avenue and Lake Street.** Metro's proposed implementation of the Olive Bridge station involved making minimal modifications to this 63-year-old structure that Staff believed were not feasible. In response, Metro has opted to relocate this station off the bridge entirely, and to locate it at Olive Avenue and Lake Street. This new location would require a 1/3 mile walk for BRT passengers to connect to Metrolink along the Olive Avenue frontage roads near the BWP campus and Borrmann Steel.
- **Removing the Olive Avenue / Buena Vista Street station and adding an Olive Avenue / Verdugo Avenue Station.** Metro removed the Olive / Buena Vista station to accommodate the project's realignment to serve Disney and St. Joseph's Hospital while maintaining proper station spacing. In addition, a new station was added at the Olive / Verdugo / Sparks intersection (previously this station was identified as optional). This station would be integrated with the City's planned intersection realignment.

On March 25, 2022, Metro released a Final Environmental Impact Report (FEIR) for the project. The purpose of the FEIR is to provide written responses to all the comments received during the DEIR, provide updated documentation and/or analysis in response to comments that Metro believes have merit, and potentially modify elements of the project in response to comments received. In response to the FEIR, staff reviewed Metro's

response to comments for each of the City's comments submitted with the DEIR and ascertained whether Metro's response adequately addressed the City's concern. In some cases, Metro clarified or modified the document in response to the City's comments, and these adjustments were sufficient to address the City's concerns. In other areas, Metro's response did not adequately address the City's concern, and in those cases, staff recommends the City submit a follow-up comment letter that responds to the FEIR. The City Council's DEIR comment letter included the following major issues, which Metro responded to in the FEIR:

- **Construction of Some Dedicated Bus Lane Segments Incompatible with General Plan Policies and Adjoining Land Uses.** The City's DEIR comment letter stated that the implementation of bus lanes in some areas would create impacts to surrounding residential and strip commercial land uses due to loss of parking, and that required street widening would reduce sidewalk widths to below the standards of the Burbank2035 General Plan. In response, Metro has introduced a new "side-running" bus lane option that would maintain parking and sidewalk widths at the expense of removing a vehicle lane on Olive Avenue, and therefore addresses the City's concerns (albeit at the expense of increased vehicle congestion on this major arterial roadway).
- **Proposed Station at Olive Avenue Bridge as designed Creates Safety and Mobility Element Policy Impacts.** The City's DEIR comment letter stated that Metro's proposed implementation of the Olive Bridge station would introduce safety, design, and constructability impacts, and would reduce vehicle lanes on Olive Avenue. In response, Metro has relocated this station to the intersection of Olive and Lake, which addresses the City's concerns, but introduces additional issues related to poor connectivity to the Downtown Metrolink Station.
- **Project Should Help Implement Media District Transit Center.** The City's DEIR comment letter indicated that Metro should analyze whether the project supports or inhibits the creation of a transit center in the Media District according to Burbank2035 General Plan Policy 4.3. In response, Metro indicated that the project would not preclude the creation of a transit center in the Media District, but did not address whether the project's implementation would support this policy.
- **Metro Should Mitigate Public Service Impacts.** The City's DEIR comment letter stated that the DEIR failed to disclose whether the project would impact police and fire public service impacts. In response, Metro indicated that the project would not change population levels in Burbank that would affect public services, and indicated that dedicated bus lanes could improve emergency access times by providing a clearer lane of travel for emergency vehicles. However, it did not address the substance of the City's comment relating to the DEIR's lack of information on the effects of how new bus riders might require the need for more emergency services, and where the costs to enforce motor vehicle laws related to dedicated bus lanes would be paid.
- **Project DEIR Should Resolve Policy Impacts.** The City's DEIR comment letter stated that the DEIR should address potential significant impacts related to General Plan policies. Many of the City's policy impact concerns are resolved with

Metro's proposed changes to configuration of the bus lanes (from curb-running to side-running) and elimination of some bus lane segments such as on Glenoaks Boulevard. These changes come at the expense of introducing additional congestion on Olive Avenue, which is no longer an impact under CEQA, and introducing the potential for increased cut-through traffic into residential neighborhoods, which could conflict with other Burbank2035 General Plan Goals and Policies related to neighborhood protection. The FEIR also discloses that reducing a travel lane on Olive Avenue "may" conflict with the General Plan Mobility Element Street Classifications, but cites other portions of the Mobility Element policies related to Major Arterial, Transit Corridor streets that support the project.

A full analysis of Metro's response to the City's comments is included as Attachment 4. In response to the FEIR, staff recommends the City Council direct staff to submit a comment letter to identify issues raised in the DEIR that have not been addressed. Below is a summary of some of the remaining issues identified by staff to be included in the City's comments to Metro.

Apart from the technical comments discussed above, staff believes there are two significant project concerns that should be communicated to Metro. These issues are summarized below.

<u>Bus Lanes on Olive Avenue between Buena Vista and Lake Streets</u>
Staff, the City Council, and the community have continued to voice concerns over the potential impacts of bus lanes on Olive Avenue. Metro's change from "curb-running" (bus lanes created from parking lane) to "side-running" (bus lanes created from a travel lane) has eliminated the primary concerns of parking and economic impacts to adjacent strip-commercial land uses on Olive Avenue, the risk for parking spillover into single family neighborhoods, and impacts to sidewalk widths and pedestrian access along and across Olive Avenue caused by street widening. The side-running option removes these issues from the project.

The side-running option would affect transportation and land use along Olive Avenue in different ways. Removing a travel lane on Olive Avenue would increase congestion and delay for motor vehicles traveling along the street, given the amount of traffic that currently uses Olive Avenue. Metro indicates that converting a travel lane to a bus lane would cause vehicle traffic to shift onto other streets (to bypass the resulting vehicle delays), and that the traffic that continues to use Olive Avenue would see improved travel times because the signal improvements made for the BRT would also improve travel for cars. Staff agrees that traffic will shift to other streets in response to the conversion to a bus lane, but disagrees with Metro's assessment of the amount of traffic that will shift. Metro's analysis of how other streets in Burbank can accept the traffic shifts from Olive Avenue fails to account for the delays caused by that shifted traffic to other arterial intersections in the City. Metro's traffic analysis looks at the mid-block street segment capacity of the alternate streets, but doesn't analyze the available capacity at those streets' intersections. In urban street networks like Burbank, the roadway capacity constraints are at

intersections, not along the street segments. Staff believes that had Metro looked at intersections instead, they would have found far less "spare capacity" on these alternate streets to accept the traffic shifts from Olive, and more congestion on Olive Avenue caused by the conversion of mixed-flow lanes to bus lanes. This increased congestion would therefore increase the potential for cut-through traffic that would impact residential neighborhoods adjacent to the intersections on Olive that will experience greater volumes and delay.

Staff has not conducted a parallel traffic modelling exercise that looks at intersection capacity, However, based on staff's experience in analyzing traffic conditions in Burbank for development projects, as well as looking at other lane reduction projects such as the Verdugo Avenue reconfiguration, converting a travel lane on Olive Avenue to a bus lane would result in some lesser amount of traffic shifts to other streets (due to less available intersection capacity elsewhere) and would result in higher levels of intersection congestion and delay on Olive Avenue during peak periods that would be noticeable to the driving public. Staff believes that congestion would likely be minimal during off-peak periods, but would be increased during morning and evening weekday commute periods and possibly during some mid-day periods as well. Some of this could be offset by the proposed traffic signal improvements, but would be at the expense of delay on intersecting arterial streets.

As discussed above, Staff believes that the increased intersection congestion and delay at intersections along Olive Avenue (particularly Buena Vista, Verdugo, and Victory), would increase the risk of peak-period cut-through traffic into adjoining neighborhoods near these intersections. This increased risk could be ameliorated through a neighborhood protection program, which should be included as part of the project's development. Staff believes that a protection program for Burbank's neighborhoods must be included if bus lanes are implemented on Olive Avenue.

<u>Necessity of an Olive Bridge Station at Metrolink</u>

Metro's removal of the Olive Avenue Bridge station and its relocation to Lake Street will significantly compromise the project's ability to meet the goals and objectives of providing a convenient, reliable, regional transit service alternative for Burbank residents and employees. Staff believes that connecting the proposed BRT project to Metrolink is critical to creating a travel alternative to the automobile, to support the region's investments in Metrolink service, and to accommodate the traffic caused by Burbank's three-to-one jobs-housing imbalance. The proposed station at Olive and Lake would require passengers to walk 1/3 mile to connect to Metrolink along an uninviting and narrow pedestrian path alongside and under the Olive overpass, which would unduly burden patrons with disabilities. While the environment can be improved with first-last mile pedestrian improvements, the travel time needed to make this connection is too lengthy for this connection to be convenient. Connecting the BRT to Metrolink must be a high priority for the project.

Staff believes that the City Council should insist that the Metro Board of Directors direct Metro staff to work with the City to develop a program to upgrade the Olive Avenue Bridge

to include a BRT station, with vertical connections to the Metrolink Station below, and with necessary pedestrian improvements made to the bridge to increase rider safety and convenience. This will likely require a substantial modification or reconstruction of the Bridge, and would likely take longer to implement than the BRT project's 2024 timeline for opening. Nonetheless, Staff recommends that the City Council request that Metro do more than offer to move the station should the City reconfigure the bridge, but instead should ask Metro to actively work with the City to seek outside state and federal funding for the necessary improvements, and to include this project as one of its formal funding priorities. The City has already committed a portion of its Measure R Arroyo Verdugo Highway Operations Improvement Funds to the project that could be leveraged with other outside funding. Metro could identify the Olive / Lake station as an interim station while the Olive Bridge program is developed, designed, and constructed.

City of Burbank's Position

Staff recommends that the City Council submit an FEIR comment letter that communicates to Metro the City's remaining concerns about the project, including concerns regarding bus lanes on Olive Avenue and necessity of an Olive Bridge Station.

In addition to comments on the FEIR, staff recommends the City Council communicate a clear position on the project so that the Metro Board of Directors understands the City's requirements for the project to serve the City. Given the changes Metro has made to the project, the current recommended approach to Olive bus lanes and the Olive bridge, along with Staff's position that the BRT project still supports several overall city goals and policies, staff recommends Council take the Option 1 position to be communicated to Metro. A second option is presented for Council's consideration

Option 1 – Support BRT Project and install Mixed-flow Operations on Olive Avenue until Ridership Goal Met

Under Option 1, the City Council would support the project as proposed by Metro with the caveat that no side-running bus lanes on Olive Avenue be installed until the project achieves 17,500 average daily weekday boardings, which is 50 percent of the year 2042 project ridership predicted by Metro. This option would mean that Metro would delay implementation of the bus lanes until such time as ridership on the route rises to a level where the project is carrying about half of the people currently travelling on Olive in motor vehicles, and would therefore represent a point at which removing vehicle capacity for people travelling in cars is offset by improving the travel for a similar number of people travelling by transit. Staff believes this delayed implementation is possible because of the relatively minor signing and striping changes needed to reconfigure Olive from mixed-flow to side-running bus lane. Staff recommends the City Council recommend Option 1 to Metro.

Option 2 – Support BRT Project and Install Side-running Bus Lanes for 36-Month Trial

Under Option 2, the City Council would support the project as proposed by Metro, including the inclusion of side-running bus lanes on Olive Avenue. However, the implementation of bus lanes would be subject to the project achieving at least 17,500 average daily weekday boardings within 36 months of opening day. Should the project

not achieve that ridership level, then the City would have the right to direct Metro to remove the lanes and return the roadway to mixed-flow operations. This would allow the City to test the implementation of the bus lanes, measure traffic shifts and delays, and establish a performance period for the project to achieve the ridership goals predicted by Metro. If these ridership goals are not met, then Metro would commit to restoring the street and allow the project to operate as mixed-flow after 36 months. Metro may be more amenable to pursuing the Olive Bridge and neighborhood protection improvements (discussed further below) if the City Council chose Option 2 because it would allow Metro to implement the project with dedicated bus lanes to start. Metro's goal is to implement as many miles of dedicated bus lanes as possible with the opening of the project.

Additional Conditions for Both Options

In addition to requesting Metro implement either Option 1 or Option 2, staff recommends the City request that the Metro Board of Directors establish the Olive Avenue Bridge program as an official project pursued by Metro, and to work with the City to define a project scope, budget, and funding strategy to seek outside funding to construct the improvement. Should funding be secured, Metro would implement this project in collaboration with the City to design and construct the improvements and move the station to the new/reconfigured bridge once complete. This would follow the strategy used for the Empire Avenue Interchange, which was led by Caltrans in close collaboration with the City.

Finally, staff believes that both options require investments in additional first-last mile improvements as well as neighborhood protection measures to ensure Olive Avenue vehicle traffic does not divert into adjoining neighborhoods. Staff recommends the City Council request an additional $5 million be allocated to the City for first-last mile and neighborhood protection elements beyond those already provided by the project. This ensures that the City continue to protect neighborhoods as it builds necessary regional transit connections that support its other goals and policies.

Staff recommends the City Council select Option 1 to require mixed-flow operations on Olive Avenue and direct staff to clearly indicate to Metro that allowing the project to proceed in Burbank will be contingent on Metro constructing the project as requested by the City Council and addressing these issues. Staff continues to believe that the project advances several important City goals and policies, while addressing needed regional transit and reducing vehicle miles travelled into the City. But, as stated through the City Council's comment letter in 2020, it must be done in a manner that protects Burbank neighborhoods and respects Burbank's land use and transportation priorities.

FISCAL IMPACT

There is no fiscal impact to the City by submitting comments on Metro's FEIR. Ensuring that Metro addresses the City's concerns will allow the City to advance several land use and transportation goals while protecting neighborhoods. The proposed conditions will also reduce the likelihood that impacts born to the City by the project will have to be mitigated with City funds.

CONCLUSION

Metro is proposing to construct a high capacity, BRT route between the North Hollywood Red Line / Orange Line Station and the Gold Line in Pasadena with a route that would pass through the City of Burbank. The project has the potential to support several City Council goals related to land use, mobility, housing production, and easing impacts of the jobs-housing imbalance. While staff believes the City Council should support the project, this support should be contingent on Metro resolving the remaining issues related to bus lanes on Olive Avenue, a station on the Olive Avenue Bridge, and addressing other items not adequately responded to in the FEIR.

To ensure that the project supports the City's General Plan and builds and protects Burbank neighborhoods, staff recommends the City Council approve the attached FEIR comment letter, and recommends the City Council select Option 1 included in this staff report to request mixed-flow operations on Olive Avenue. The proposed comment letter would be transmitted to Metro ahead of the Metro Planning and Programming Committee meeting on April 20, 2022 when approval of the project will be discussed. In addition, staff and the City Council should continue to work with its regional, county, and state officials to ensure the project is implemented in a way that serves the City of Burbank.

ATTACHMENTS

Attachment 1: Draft FEIR Comment Letter
Attachment 2: North Hollywood to Pasadena Bus Rapid Transit Proposed Project Route
Attachment 3: City Council 2020 Draft EIR Comment Letter
Attachment 4: Matrix of City's DEIR Comments and Metro's FEIR Responses

CITY OF BURBANK

OFFICE OF THE CITY COUNCIL

April 20, 2022

Metropolitan Transportation Authority
Attn: North Hollywood to Pasadena Bus Rapid Transit Corridor Project FEIR Comment
One Gateway Plaza
Los Angeles, CA 90012

RE: City of Burbank Comments on North Hollywood to Pasadena Bus Rapid Transit Corridor Project and Final Environmental Impact Report

Dear Members of the Board of Directors:

The City of Burbank wants to thank you for the opportunity to provide comments prior to your consideration to approve the North Hollywood to Pasadena Bus Rapid Transit Corridor Project and to certify the Final Environmental Impact Report. The City of Burbank remains committed to ensuring that the proposed project expands the Los Angeles County regional transit network, connects Burbank jobs to reliable and convenient transit, and supports Burbank's goal of connecting 12,000 new housing units to transportation alternatives. We want to ensure that our City's residents and businesses are protected from potential impacts caused by the project, and we also want to ensure the project's success in further connecting to the regional transportation network. With these important goals in mind, the City of Burbank submits the following comments in response to the Final Environmental Impact Report and the changes proposed by Metro staff.

Dedicated Bus Lanes on Olive Avenue

The Burbank Community and the City Council have continued to voice concerns over the potential impacts of bus lanes on Olive Avenue. Metro's change from "curb-running" (bus lanes created from parking lane) to "side-running" (bus lanes created from a travel lane) has eliminated the primary concerns of parking and economic impacts to adjacent strip-commercial land uses on Olive Avenue, the risk for parking spillover into single family neighborhoods, and impacts to sidewalk widths and pedestrian access along and across Olive Avenue caused by street widening. We appreciate that Metro listened to the comments we submitted as part of the Draft EIR and removed the curb-running option from consideration.

The side-running option would affect transportation and land use along Olive Avenue differently than the curb-running option. Removing a travel lane on Olive Avenue would increase congestion and delay for motor vehicles traveling along the street, given the amount of traffic that currently uses Olive Avenue. Metro included a traffic diversion analysis in the FEIR that indicates that converting a travel lane to a bus lane would cause vehicle traffic to shift onto other streets (to bypass the resulting vehicle delays), and that the traffic that continues to use Olive Avenue would actually see improved travel times because the signal improvements made for the BRT would also improve travel for cars. Unfortunately this analysis and its assumptions were not documented in the FEIR. While the City agrees that traffic will shift to other streets, we disagrees with Metro's assessment of the amount of traffic that will shift. Based on verbal discussions with Metro's staff regarding the assumptions made in this analysis, the City believes that it fails to account for the delays caused by that shifted traffic to other arterial intersections in the City

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because it fails to properly analyze the available capacity at those streets' intersections. In urban street networks like Burbank, the roadway capacity constraints are at intersections, not along the street segments, which were measured by Metro. We believe converting a travel lane on Olive Avenue to a bus lane would result in some lesser amount of traffic shifts to other streets (due to less available intersection capacity elsewhere) and would result in higher levels of intersection congestion and delay on Olive Avenue during peak periods that would be noticeable to the driving public and would increase the risk of peak-period cut-through traffic into adjoining neighborhoods. A more detailed analysis of these shifts, along with an operational analysis of the project's impacts to Olive Avenue should be conducted to properly disclose how the project will affect Olive Avenue. A more detailed analysis will likely show that vehicle congestion on Olive Avenue will increase, along with a resulting increase in cut-through and spillover traffic into adjacent residential neighborhoods.

City of Burbank Requests Additional Funding for Neighborhood Protection

The City Council believes that implementation of side-running bus-only lanes require investments in additional neighborhood protection measures to ensure Olive Avenue vehicle traffic does not divert into adjoining neighborhoods The City Council requests that Metro fund additional neighborhood protection and/or first-last mile improvements in the amount of $5 million directed to neighborhoods adjacent to Olive Avenue between Alameda Avenue and Victory Boulevard, and that these improvements may be defined by the City of Burbank. These neighborhood protection elements would be funded as part of the project, and would be in addition to any other first-last mile improvements earmarked for project stations. This funding is necessary for the City to be able to protect neighborhoods while it simultaneously supports necessary regional transit connections that support its other goals and policies.

Olive Avenue between Buena Vista and Lake Should be Configured as Mixed-Flow Unless Ridership Goals Met Within 36 Months

Because implementation of a side-running bus lane and removing a travel lane could be detrimental to Burbank neighborhoods, Metro and the City will not see the true effects of this roadway reconfiguration until after the project is constructed. In addition, once the project is constructed, its operation may reveal that project ridership may not be high enough to justify the impacts on these neighborhoods caused by the conversion of travel lanes to bus lanes. Therefore, the City Council will not permit the construction of side-running bus lanes on Olive Avenue until the project achieves at least 17,500 average daily weekday boardings within 36 months of opening day. Should the project achieve that ridership level, then the City and Metro shall confer and consider whether Metro should install side-running bus lanes on Olive Avenue at its sole cost. This allows Metro and the City of Burbank to evaluate whether the project's ridership sufficiently justifies the conversion of vehicle lanes to bus lanes and the potential impact that conversion has on adjacent residential neighborhoods.

City Believes Olive Bridge Station Should be a Required Separate Project

Metro's removal of the Olive Avenue Bridge station and its relocation to Lake Street will significantly compromise the project's ability to meet the goals and objectives of providing a convenient, reliable, regional transit service for the region's transit riders. Connecting the proposed BRT project to Metrolink is critical to creating a travel alternative to the automobile and to support the region's investments in Metrolink service. The new proposed station at Olive and Lake would require connecting Metrolink riders to walk 1/3 mile along an uninviting and narrow pedestrian path alongside and under the Olive overpass, which would unduly burden patrons with

disabilities. This lack of connection is contrary to Burbank2035 Mobility Element Policy 4.8, which is to "Promote multimodal transit centers and stops to encourage seamless connections between local and regional transit systems, pedestrian and bicycle networks, and commercial and employment centers." Further, moving the station to Lake Street does not address the FEIR's failure to address the project's connection to the following existing and planned Class I and IV bicycle facilities, which is also contrary to Policy 4.8: Chandler Bikeway, Burbank Channel Bikeway, San Fernando Bikeway, First Street Bikeway, and Front Street Cycle Track. Connecting the BRT to Metrolink and the adjacent bicycle facilities must be a high priority for the project.

The City Council requests that the Metro Board of Directors direct its staff to work with the City to develop a program to upgrade the Olive Avenue Bridge to include a BRT station, including the required vertical connections to the Metrolink Station below and the necessary pedestrian improvements made to the bridge. This will likely require a substantial modification or reconstruction of the Bridge, and would likely take longer to implement than the BRT project's 2024 timeline for opening. The City Council believes Metro do more than simply offer to move the station should the City reconfigure the bridge, but instead should actively seek outside state and federal funding for the necessary improvements, and include this project as one of its formal funding priorities. The City has already committed a portion of its Measure R Arroyo Verdugo Highway Operations Improvement Funds to the project that could be leveraged with other outside funding.

Additional Comments on Metro's FEIR Responses to City of Burbank

Other Transportation Plan, Policy, and Safety Impacts

The City's DEIR comment letter stated that the DEIR was inadequate in assessing the proposed projects impact on Olive Avenue vehicular efficiency, and did not disclose whether the project will cause spillover into adjacent neighborhoods. The DEIR further did not assess whether potential BRT improvements may influence street traffic including proposed transit signal priority improvements. In response, Metro indicated that curb-running bus lanes would not have an impact on vehicle travel, and that side-running bus lanes (that convert two vehicle lanes to two bus lanes) would not cause residential spillover traffic onto residential streets because Olive Avenue vehicle traffic will shift to other streets such that the speeds of the remaining traffic on Olive Avenue will not be affected. Because of this, vehicle traffic will not spillover into adjacent residential neighborhoods. Unfortunately no documentation was provided with the traffic diversion analysis included in the FEIR to support this assertion. Given the amount of traffic currently on Olive Avenue, the limited ability for alternative streets to accommodate diverted traffic, and the loss of vehicle capacity caused by the side-running bus lanes, the City believes that the proposed project will cause spillover traffic into residential neighborhoods, which is contrary to Burbank2035 Mobility Element Policy 6.1, which is to "Maintain arterial street efficiency to discourage spillover traffic into residential neighborhoods". The FEIR is therefore inadequate in evaluating this policy conflict with Burbank2035, and important effects the project will have on adjacent residential neighborhoods is not disclosed to the public or to the Metro Board of Directors.

The City's DEIR comment letter stated that the DEIR failed to disclose a policy impact with Burbank 2035 General Plan Planned Bicycle Routes, which includes provision for a Class II bike route on Glenoaks Boulevard between Providencia and Alameda Avenue. In response, Metro indicated that the proposed project would operate as mixed-flow on Glenoaks Boulevard between Olive Avenue and Providencia Avenue. This response referenced the wrong segment of Glenoaks Boulevard, and did not address the potential conflict. The proposed project should accommodate the proposed bicycle facility on Glenoaks Boulevard, including accommodating the

implementation of that facility in accordance with the goals and policies of the City's Complete Streets Plan, which could include a buffered or protected bicycle facility that would match the facility planned for Glenoaks Boulevard in the City of Glendale.

Public Service Impacts

The City's DEIR comment letter stated that the DEIR conclusion that the project will not cause impacts to police public services did not include evidence to support this conclusion, and that the DEIR did not disclose whether local police resources would be required to police the project as well as enforce new bus lane or other vehicle code regulations that apply to the project. In response, Metro indicated in the FEIR that the project would not have impacts on police public services because it will not increase population levels necessitating additional police resources. However, the FEIR did not address the City's concern relating to additional police public service resources needed to ensure public safety of the project, other than to indicate that Metro would "develop appropriate enforcement strategies." The City requests that Metro identify how required police public services will be provided for the project and which agency will be expected to bear the costs of these services.

Utility Systems and Roadway Infrastructure

The City's DEIR comment letter stated that the DEIR failed to identify a significant impact to the City's recycled water interconnection with the City of Glendale. In response, Metro indicated that impacts to this facility would be identified as part of the project's design phase. However, the City believe this response is inadequate given the importance of this interconnect and fails to disclose the project's potential impact. Mitigation of this impact could involve redesigning the project in this area to avoid this infrastructure, which could introduce secondary impacts that are not identified as part of the FEIR.

Similarly, the City's DEIR comment letter stated that the DEIR failed to identify the impacts to overhead and underground utilities, drainage, sidewalk widths, street trees, street lights, sidewalk furniture, and landscape. In response, Metro indicated that the project is not anticipated to require the construction or relocation of utilities that could cause an impact because these relocations would be coordinated with utility providers, and a utility base map will be prepared to identify utility conflicts. This response is inadequate because the mere coordination with utility providers is not substantial evidence to support the assertion that no impacts are anticipated.

The City's DEIR comment letter stated that the DEIR failed to document the increased annual pavement maintenance costs to the City's streets caused by frequent heavy bus service operating in the curb lane of Olive Avenue, which could require mitigation measures to improve the pavement structural section to accommodate the bus traffic. In response, Metro indicated that the small amount of bus trips added by the project to Olive Avenue relative to the existing traffic on Olive would not be expected to accelerate pavement deterioration. However, given the size and speed of the large buses used for the project as well as their travel on the outer edges of Olive Avenue, the City remains concerned that the project will accelerate the pavement wear of Olive Avenue. The City requests further details on the proposed joint maintenance agreement that would identify the maintenance obligations of both parties in maintaining the project.

The City of Burbank remains committed to the NoHo to Pasadena BRT project and believes it will be an important way for the City and Metro to improve regional transit, provide competitive travel options, improve air quality, and reduce Greenhouse Gas emissions. The City believes that the project's success hinges on its ability to provide an important travel alternative while protecting Burbank neighborhoods from impacts and connecting directly to the Metrolink system. Metro's changes to the project description between the release of the Draft and Final EIRs is responsive

to many of the City's requests. Addressing the remaining concerns and changes expressed in this letter will ensure that this project will be a successful enhancement to the regional transit network and will be compatible with the Burbank neighborhoods that it will travel through.

The Burbank City Council respectfully requests the Metro Board of Directors consider the points raised in this letter as it considers approving the project.

Sincerely,

Jess A. Talamantes, Mayor

Konstantine Anthony, Vice Mayor

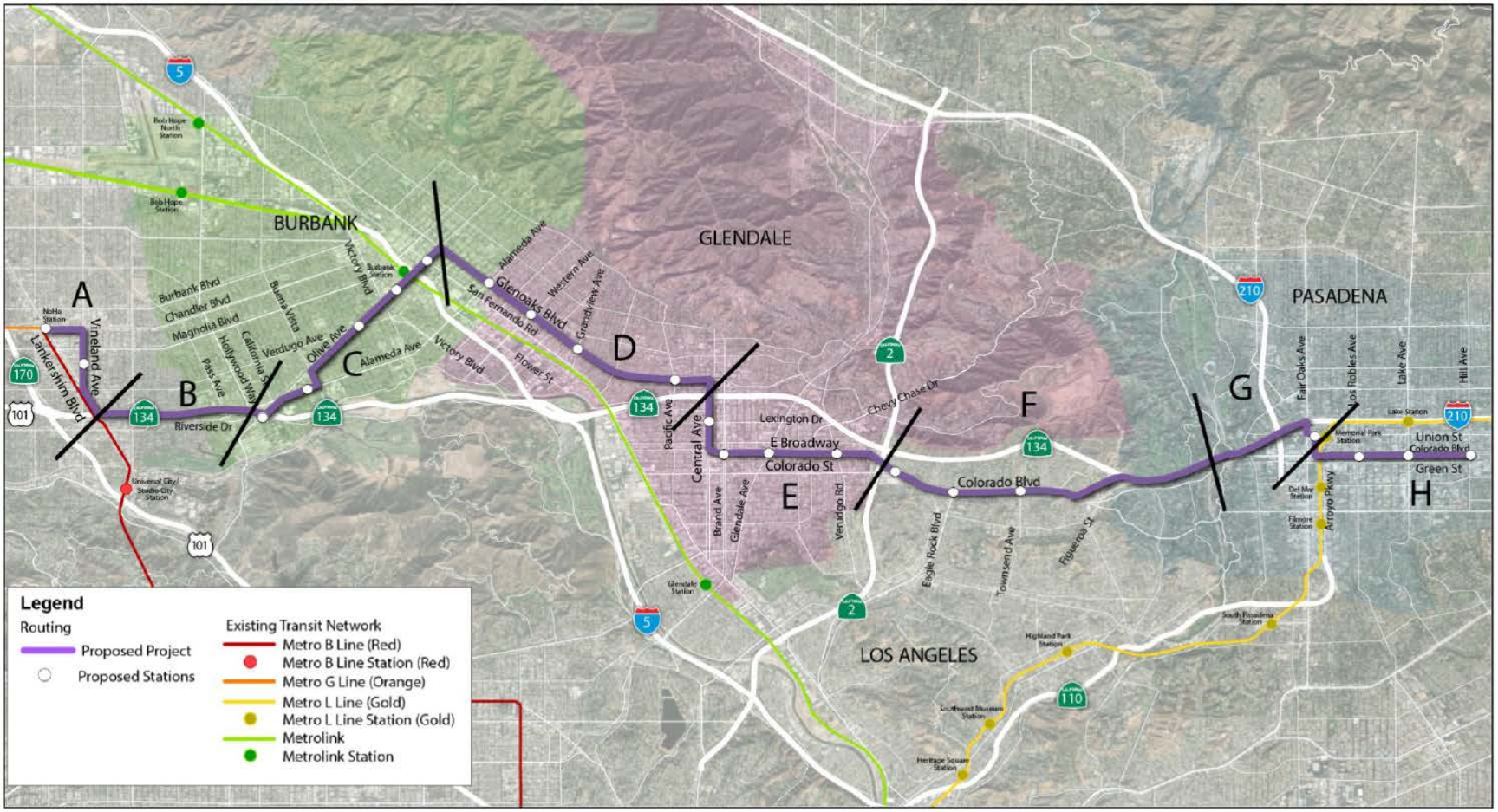
Bob Frutos, Council Member

Sharon Springer, Council Member

Nick Schultz, Council Member

Attachment 2

North Hollywood to Pasadena Bus Rapid Transit Project
Proposed Project Route



CITY OF BURBANK

OFFICE OF THE CITY COUNCIL

December 20, 2020

Metropolitan Transportation Authority
Attn: North Hollywood to Pasadena Bus Rapid Transit Corridor Project DEIR Comment
One Gateway Plaza
Los Angeles, CA 90012

RE: City of Burbank Comments on Draft Environmental Impact Report for the Metro North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Dear Members of the Board of Directors:

The City of Burbank wants to thank you for the opportunity to provide comments on the Draft Environmental Impact Report (DEIR) for Metro's North Hollywood to Pasadena Bus Rapid Transit Corridor Project. As the City of Burbank is located along the proposed corridor and would have several stations located within the city, we are committed to ensuring that the proposed project expands the Los Angeles County regional transit network, connects Burbank jobs to reliable and convenient transit, and supports Burbank's goal of connecting 12,000 new housing units to transportation alternatives. In meeting these goals, the City also wishes to ensure Metro builds the project in a way that ensures that the interests of Burbank's residents and businesses are protected from significant adverse environmental impacts caused by the project. With the release of the DEIR, the City submits the following comments to ensure that the Project's environmental impacts are fully disclosed, analyzed, considered, and mitigated.

Insufficient Range of Project Alternatives

The DEIR fails to include an adequate range of project alternatives to mitigate potential project impacts. Specifically, the nature of Bus Rapid Transit allows for different BRT elements and roadway cross sections to be implemented depending on the local context of the project. The DEIR includes a project alternative with full BRT implementation including dedicated bus lanes and transit priority lanes on virtually the entire corridor. It also includes an "Improved Existing Bus Service Alternative" that would implement regular transit service frequency improvements but would construct no BRT improvements. This "all or nothing" project alternative approach fails to comply with CEQA's requirement to evaluate a reasonable range of feasible alternatives. The DEIR does not acknowledge that the implementation of targeted BRT elements, like bus lanes or queue jumps, installed at high-congestion and other critical areas, can dramatically

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improve travel time and potentially meet project objectives without creating a significant adverse environmental impact. To be legally adequate, the DEIR should include a project alternative that includes targeted BRT elements in areas where they would have highest impact to improving transit service in the corridor.

Also, more disruptive BRT elements, such as dedicated bus lanes, have tradeoffs with existing roadway elements like sidewalks, travel lanes and parking. And BRT elements have varying levels of transit improvement relative to adjoining vehicle traffic congestion and delays. The DEIR does not include adequate information on the existing congestion levels and delays on the corridor relative to the proposed transit service for the public and decision makers to evaluate the relative improvement and tradeoffs that BRT elements like dedicated bus lanes have along different segments of the project corridor. The DEIR therefore does not include adequate project alternatives nor information on existing roadway congestion levels to fully disclose the relative benefits, tradeoffs, and impacts that the project has on the environment. In particular, there is insufficient information in the DEIR for the public and decision makers to evaluate whether the proposed bus lanes on Olive Avenue and Glenoaks Boulevard should be implemented as peak-only bus lanes, or whether buses should travel in more mixed-flow segments because existing vehicle congestion and delay in the existing general purpose lanes is low and therefore bus lanes are not warranted.

The project alternative proposes to install a new BRT transit station at the top of the Olive Avenue overpass to directly connect BRT riders to the Downtown Burbank Metrolink Station below. The City of Burbank suggested and proposes this direct connection. However, the implementation of this connection as described in the DEIR introduces substantial transportation policy and safety impacts by reducing travel lanes on Olive Avenue contrary to the Burbank General Plan and creating a pedestrian crossing and travel lane merge movements along an old bridge vertical curve that will likely introduce new safety impacts. The construction of the proposed station is also likely infeasible because any types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits will likely compromise the structural integrity of the existing bridge. The DEIR should include a project alternative that implements this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railings, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing. This project alternative would eliminate several project impacts identified above, and would likely contribute to an environmentally superior project alternative.

The Project Alternatives section identifies that the No Project Alternative is environmentally superior, and then identifies the "Improved Existing Bus Service Alternative" (Alternative 2) as the environmentally superior alternative of the remaining two build alternatives. The project alternative is not identified as environmentally superior and the DEIR fails to address how the project alternative meets the stated project objectives better than the environmentally superior alternative to warrant it being chosen

over the environmentally superior Alternative 2. Based on this omission, the public and decision makers are led to believe that Alternative 2 should be selected as the preferred project, rather than the proposed project. As such, the alternatives analysis is legally inadequate.

Transportation Plan, Policy, and Safety Impacts not Identified and Mitigated

The DEIR indicates that the project would have a less-than significant transportation impact because the project does not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. While the proposed project is consistent with some City of Burbank Mobility Element policies related to transit facilities as documented in the DEIR, , the DEIR fails to document several inconsistencies with numerous other Burbank Mobility Element policies related to roadway, transit, bicycle, and pedestrian facilities which are not disclosed in the DEIR. The proposed project is inconsistent with the following transportation program, plans, or policies:

Roadway Policy Impacts

- *Burbank2035 General Plan Mobility Element Roadway Circulation Street Classifications.*
  The DEIR fails to disclose the significant adverse impact the project will cause on maintaining the City's circulation network and street classifications. The Burbank General Plan designates Olive Avenue as a Major Arterial (General Plan Exhibit M-2) with five travel lanes. Major arterials should give priority to regional transit and auto traffic, and should encourage good transit and automobile progression using traffic signal timing (General Plan Page 4-11). The DEIR indicates that Olive Avenue would retain two travel lanes on Olive Avenue in each direction, but fails to disclose that the project would remove one travel lane in each direction on the Olive Avenue overpass of Interstate 5, which reduces the number of travel lanes from five lanes to three and conflicts with the General Plan street classification and roadway cross section requirements for major arterials which requires two lanes in each direction. The DEIR is inadequate in disclosing this significant roadway policy impact and in failing to identify appropriate mitigation measures for this impact. The DEIR must disclose congestion and potential impacts to public safety caused by narrowing of Olive Avenue to one lane in each direction. The DEIR must include a project alternative or mitigation measure that implements this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railing, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.
- *Burbank2035 General Plan Mobility Element Policy 1.2: Recognize that...wholesale changes to street rights-of-way are infeasible.*
  The DEIR is inadequate in failing to disclose a roadway policy impact with Burbank General Plan Mobility Element Policy 1.2. The project proposes to

widen the entire length of Olive Avenue by one to two feet through the entire length of the City to accommodate a transit-only bus lane. Burbank2035 General Plan Policy 1.2 does not support "wholesale changes to street rights-of-way," therefore the project is inconsistent with Policy 1.2.

- *Burbank2035 General Plan Mobility Element Policy 3.4: All street improvements should be implemented within the existing right-of-way. Consider street widening and right-of-way acquisition as methods of last resort.* The DEIR is inadequate in identifying roadway policy significant impacts with the Burbank General Plan Mobility Element. The project would require the curb-to-curb street width of Olive Avenue and Glenoaks Boulevard to be widened by up to four feet along the entire length of the project, which conflicts with Mobility Element Policy 3.4. The DEIR does not investigate feasible mitigation measures to address this policy impact, such as project alternatives that preserve the existing street roadway width consistent with this policy. Further, the DEIR does not identify the numerous locations along Olive Avenue where the half-street street right-of-way width is only 40 feet, , which may be insufficient to accommodate the proposed project's 36-foot wide half-street width (72-foot total width)without eliminating sidewalks. Providing ADA-accessible sidewalks in these locations may require property acquisition which is not disclosed in the DEIR, and which is inconsistent with Policy 3.4.
- *Burbank2035 General Plan Mobility Element Policy 6.1: Maintain arterial street efficiency to discourage spillover traffic into residential neighborhoods.* The DEIR is inadequate in assessing the proposed project's impact on Olive Avenue and Glenoaks Boulevard arterial street efficiency, and does not disclose whether the project will cause arterial spillover traffic into adjacent residential neighborhoods. The proposed project includes transit signal priority and transit queue jumps at intersections, but does not disclose how these improvements may influence arterial street traffic. In particular, Olive Avenue is a diagonal street that intersects other north-south and east-west arterial streets. Implementing transit system priority signal timing on this diagonal arterial may introduce unacceptable delays on all other north-south and east-west streets near the proposed project, and may prevent the City from synchronizing its other arterial streets. The DEIR must disclose and analyze how potential transit system signal priority will affect the City's arterial traffic signal coordination and synchronization.

<u>Transit Policy Impacts</u>

- *Burbank2035 General Plan Mobility Element Policy 4.1: Ensure that local transit service is reliable, safe, and provides high-quality service to major employment centers, shopping districts, regional transit centers, and residential areas*

  The proposed project corridor passes by, but does not serve, the Disney Studio Campus and St. Joseph's Hospital and related medical complexes at the

intersection of Buena Vista Street and Alameda Avenue. Because the proposed project passes near, but does not serve this major employment center, the project conflicts with Burbank General Plan Policy 4.1 which requires transit to serve the City's major employment centers. DEIR should study a route alternative to divert the project alignment onto Alameda Avenue and Buena Vista Street to serve this major employment and community center and including a stop at the Buena Vista Street / Alameda Avenue Intersection.

- *Burbank2035 General Plan Mobility Element Policy 4.3: Improve and Expand Transit Centers; create a new transit center in the Media District*
  The Burbank2035 General Plan identifies a future bus transit center to be located within the Burbank Media District, at a location where local and regional bus lines intersect. The proposed project includes a station located where this future transit center is identified. However, the DEIR fails to analyze how the proposed project supports or inhibits the development of this transit center. The DEIR should evaluate how the construction of the proposed project's stop at Hollywood Way / Riverside Drive / Olive Avenue can serve as the foundation for a future bus transit center in the Media District, specifically how the proposed project's station will provide connections to BurbankBus, Metro Local, and Metro Express service in the Media District while supporting the required first-last mile improvements necessary to support the station.
- *Burbank2035 General Plan Mobility Element Policy 4.8: Promote multimodal transit centers and stops to encourage seamless connections between local and regional transit systems, pedestrian and bicycle networks, and commercial and employment centers.*
  The DEIR fails to analyze how the proposed project is compatible with Burbank2035 General Plan Mobility Element Policy 4.8 relating to the project's seamless connection between the Downtown Metrolink Station as well as the City's existing and planned off-street bicycle network that serves the Downtown Burbank Metrolink Station. The proposed transit station on the Olive Avenue overpass does not support a seamless connection to the existing Burbank Channel Class I Bikeway, and the future Chandler Extension Class I Bikeway because it requires eastbound riders to navigate a circuitous route across Olive Avenue and down the existing elevator. The proposed project should promote a more seamless connection to these other transportation systems by implementing this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railings, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.

The DEIR fails to analyze the proposed project's potential ridership impacts to the existing BurbankBus Pink Route service in conflict with Burbank2035 General Plan Mobility Element Policy 4.8. The Pink Route provides local

service along the Olive Avenue corridor and connects the Universal City Red Line Station and Downtown Burbank Metrolink Station to the Media District. This impact is especially pertinent as the City is being asked to become the primary local transit provider in the corridor due to the NextGen Bus Plan eliminating Metro 155 service.

Pedestrian Policy Impacts

- *Burbank2035 General Plan Mobility Element Pedestrian Transportation Sidewalk Standards*
  The DEIR fails to disclose a significant policy impact with Burbank2035 General Plan Mobility Element standard sidewalk width requirements. The project would widen Olive Avenue and Glenoaks Boulevard by one to two feet in both directions to convert the existing on-street parking into a bus-only lane. This would require sidewalks widths on Olive Avenue and Glenoaks Boulevard to be reduced below the standard widths identified in the Burbank2035 General Plan (Table M-2 – Sidewalk Standards, Page 4-21). The sidewalk width standards are generally 15 feet along the project corridor, and the required street widening would reduce these widths to 14 feet. In some locations on Olive Avenue, sidewalk widths would be reduced to 4 feet, which does not meet ADA minimum width standards. The DEIR fails to identify a significant transportation impact, nor does it identify feasible mitigation measures to this significant impact. *Burbank General Plan Mobility Element Policy 9.2: Address the needs of people with disabilities and comply with the requirements of the ADA during the planning and implementation of transportation improvement projects.*
  The DEIR fails to disclose a significant policy impact with the Burbank General Plan Mobility Element because the project proposes to reduce sidewalk widths on Olive Avenue in certain segments to four feet wide, which is below the ADA minimum width.

Bicycle Policy Impacts

- *Burbank2035 General Plan Mobility Element Bicycle Routes*
  The DEIR fails to disclose a policy impact with the Burbank General Plan Mobility Element Planned Bicycle Routes and the Bicycle Master Plan Top Priority Projects, which both include the addition of Class II bicycle lanes on Glenoaks Boulevard between Providencia Avenue and Alameda Avenue, with connections to the Class III bicycle route on Providencia Avenue. Further, the project precludes the City from connecting this planned facility to the Downtown Burbank Metrolink Station via Glenoaks Boulevard between Providencia Avenue and Verdugo Avenue, which is a bicycle network gap identified in the City's Complete Streets Plan. The DEIR must identify a mitigation measure for this policy impact.

Other Transportation Impacts

The DEIR fails to disclose a potential transportation impact by introducing a hazard due to a geometric design feature. The project proposes to construct a transit station at the top of the Olive Avenue Overpass, and install a signalized pedestrian crosswalk at the crest of the overpass. The DEIR did not analyze of the placement of this pedestrian crossing at the top of a 60 year old overpass with poor vehicle sightlines due to high roadway grades caused by the profile of the overpass. The project proposes to construct two roadway travel lane drops on the overpass immediately approaching the proposed station platform, and the DEIR does not disclose or analyze whether the introduction of this roadway design feature on the existing overpass creates a potentially significant adverse impact. The project also proposes to introduce additional pedestrian traffic travelling to and from the new station platform. These pedestrians will be boarding and alighting buses mixed with through pedestrian traffic on the bridge's existing seven foot sidewalks. These sidewalks are located along bridge railings that are of substandard height (39 inches) separating pedestrian traffic from falling to the Interstate 5 freeway below.

The DEIR fails to analyze whether the proposed station loading platforms with midblock crosswalk on the Olive bridge is feasible. A midblock crosswalk on the Olive bridge is likely hazardous for pedestrians and vehicles due to creating a visibility issue on the bridge's vertical curve. The DEIR did not adequately investigate whether a signalized crosswalk can be constructed on the existing Olive bridge given the types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits that will be required and may likely compromise the structural integrity of the existing bridge. The DEIR is inadequate in analyzing these potential safety impacts and identifying mitigation measures for those potentially significant adverse impacts. The DEIR should include a project alternative or mitigation measure that implements this station by widening the Olive Avenue bridge to maintain four travel lanes, expand pedestrian sidewalks, improve substandard bridge railings, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.

The DEIR fails to analyze a potential transportation impact caused by a hazardous geometric design feature by proposing bus left turn movements to westbound Olive Avenue from the far-most right turn lane of northbound Glenoaks Boulevard. The DEIR does not disclose this potential hazardous condition or identify mitigation measures to reduce potential significant impacts. Making a left turn from the far-most right turn lane also violates California Vehicle Code Section 22100(b) and may cause other drivers to unintentionally copy the same movement, thereby introducing a new hazardous condition for pedestrians and road users.

The DEIR fails to analyze a potential transportation impact caused by a hazardous geometric design feature by proposing to install center-running median bus lanes on Glenoaks Boulevard at the Alameda Avenue and Providencia Avenue

intersections across conflicting left turn movements to these streets. The DEIR does not disclose this potential hazardous condition or identify mitigation measures to reduce potential significant impacts.

The proposed project allows right-turning vehicles to merge with the curb-running bus lane approaching each intersection and allows right turns be made from the bus lane. Existing right turn lanes with protected right turn signal indication cannot be merged with the curb-running bus lane due to the complexity of the signal operation at these locations. Removing the protected right turn indication will compromise vehicular safety at these locations. The DEIR failed to analyze the impact of traffic circulation should these protected right turn lanes be removed. The DEIR fails to analyze a potential transportation impact caused by hazardous geometric design feature by proposing to integrate the bus stations into the sidewalk area and using a curb extension to facilitate access and pedestrian circulation.

The DEIR fails to adequately analyze if including 11 foot bus only curb lanes adjacent to the existing 10 foot travel lanes on Olive Avenue and Glenoaks Boulevard will create a potentially significant adverse safety impact. The DEIR should analyze how the geometric configuration of BRT elements, such as dedicated lanes, curb extensions, and bus stations may create hazardous geometric design features, particularly where the alignment is required to make left or right turns, enter, exit, and cross freeway ramps, bicycle facilities, and pedestrian crossings at intersections.

Cumulative Impacts Not Fully Disclosed

The DEIR appears to use the "related projects list" method of analyzing potential cumulative impacts. The list of cumulative projects (Table 5-1, Page 5.2) included in the Cumulative Impact section of the DEIR omits several projects in the City of Burbank, including approved entitlements for the City's three major studio campuses. The City of Burbank's cumulative project list can be provided to Metro to add the additional cumulative projects located within ½ mile of the project alignment

The DEIR related projects list includes the City of Los Angeles Colorado Boulevard Specific Plan, but does not include the two City of Burbank Specific Plans that the alignment passes through (Media District and Burbank Center Specific Plans). Further, the Burbank Center Plan is not considered in the Population and Housing Section of the DEIR.

The DEIR related project list includes the unfunded Metro Los Angeles – Glendale – Burbank Feasibility Study, but does not include the funded Antelope Valley Line Improvement Project, which will fund capital improvements to expand Metrolink service to 30 minute, all-day, bi-directional service. The DEIR's failure to include these service improvements as a cumulative project makes the DEIR inadequate in analyzing the need for the BRT project to seamlessly connect to this important regional connection, and

inclusion of this cumulative project would likely provide support for the Olive Avenue / Metrolink transit stop improvements described elsewhere in this comment letter.

The DEIR identifies the Metro / City of Burbank Olive/Verdugo/Sparks intersection improvement project as a related project, but does not identify the conflict the proposed project would have with the City's planned improvement of this intersection, which would construct pedestrian, bicycle, and vehicle channelization improvements that would preclude the installation of bus lanes through the intersection.

The DEIR identifies the City of Burbank Olive Avenue Bridge Improvement project as a related project, but does not disclose that the proposed narrowing of Olive Avenue to one lane in each direction is in conflict with one of the purposes of the bridge improvement, which is to improve operational efficiency while also adding bicycle and pedestrian improvements to the bridge. Constructing a transit stop at the top of the bridge in the middle of the travelled roadway would conflict with this project. These numerous omissions and inconsistencies render the Cumulative Impacts analysis legally inadequate because the findings and conclusions are not supported by substantial evidence.

Aesthetic and Biological Resources Not Addressed

The DEIR identifies that a significant aesthetic impact would occur if the project would "substantially damage scenic resources, including...trees..." and identifies several impacts to existing mature tree landscape elements along the corridor outside the City of Burbank (Page 3.2-14). However, the project does not apply this threshold to the City of Burbank and therefore does not identify impacts to mature street trees in the City of Burbank. In particular, the project would require the removal of several rows of large mature street trees on Olive Avenue and Glenoaks Boulevard in Downtown Burbank. These trees would be removed because the project is required to widen Olive avenue by one to two feet for the proposed project. By applying the project's aesthetic impact significance thresholds to the City's street trees, the DEIR should identify a significant impact to aesthetic resources in Burbank by removing these trees, and should identify feasible mitigation measures to lessen these impacts. In addition, the DEIR must analyze the removal of these trees as a significant Biological Resources impact give the contribution these mature street trees give to the City's urban forest resources. Without this additional analysis, the Aesthetics and Biological Resources impact analyses are legally inadequate because they are not supported by substantial evidence.

Public Service Impacts Not Identified

The DEIR indicates that the proposed project will cause no impact to police public services because it will not lead to an increase in police service calls or the local jurisdictional service ratio. However, there is no evidence to support this conclusion (Page 4-22). The DEIR states that the project will be subject to Metro's transit police strategy including Transit Services Bureau officers and contracted polices services. But it does not state directly if the proposed project will be patrolled and staffed by Metro transit police or local jurisdictional police, and if local police will be contracted to provide

police service. Also, the DEIR is silent on whether local or Metro law enforcement will be required to enforce bus-only lanes and other transit-only facilities, and fails to define the requirements and costs to enforce bus-only facilities. The DEIR fails to adequately identify if the project will pose a significant adverse impact to police service. Therefore, the Public Service impact analysis is legally inadequate because it is not supported by substantial evidence.

Utility Systems and Roadway Infrastructure not Analyzed

The DEIR indicates that the project will have no impact to electric utility systems, but does not document why this statement is true. Metro is proposing to utilize electric transit vehicles for the project, which could require substantial electrical utility system improvements if vehicle charging is expected to occur within the City of Burbank. The DEIR indicates that "the location of charging stations for electric buses would be analyzed and located where sufficient capacity is located" (Appendix S, Page 29) but does not include this analysis in the DEIR. The DEIR is insufficient in determining whether the proposed project will create a significant impact to the City's electrical utility system.

The DEIR fails to identify a significant impact to the City's recycled water interconnect with the City of Glendale located in the Glenoaks Boulevard median south of Alameda Avenue. The proposed project will likely impact this critical recycled water interconnect including hydrants, valves, vacuum/air release valves, meter boxes, and a fiber optic communication pull box. The DEIR should identify this significant impact and identify mitigation measures to mitigate it.

The DEIR fails to identify the impacts caused by several miles of street widening with respect to existing overhead and underground utilities, drainage, sidewalk width, street trees, street lights, sidewalk furniture, landscape, etc. The DEIR should disclose any potential significant impacts to public infrastructure. As such, the Utility Systems impact analysis is legally inadequate because it is not supported by substantial evidence.

The DEIR fails to document the increased annual pavement maintenance costs to the City's streets caused by frequent heavy bus service operating in the curb lane of Olive Avenue and Glenoaks Boulevard. Identifying impacts to increased pavement wear could require mitigation measures such as strengthening the roadway cross section in the bus lanes to accommodate heavy bus travel. The DEIR also fails to identify maintenance costs for other roadway elements including signs, striping, traffic signals, and other roadway infrastructure. Additional comments related to civil public infrastructure are attached to this comment letter.

Other Project Considerations

The City recognizes that impacts to public parking are not considered CEQA impacts. Nonetheless, the project proposes to eliminate 500 curb parking spaces along Olive Avenue and Glenoaks Boulevard without identifying a parking program or plan to address this lack of curb parking. These parking spaces currently serve a significant amount of

mid-century, single story strip commercial development that does not include on-site parking. Removing parking for these land uses without providing a parking program to address this parking loss would create an economic impact on these strip commercial businesses who rely on this curb parking. Removing all parking inventory for these businesses would impact the business viability and prevent use and re-use of these older buildings. Further, wholesale removal of curb parking would push parking demand into adjacent residential neighborhoods, likely requiring the City of Burbank to implement additional permit parking zones in these residentially-adjacent neighborhoods. The DEIR should disclose this potential economic affect and provide a program or plan to offset the loss of parking caused by the proposed project. The DEIR should also propose project alternatives to the implementation of full-time bus lanes in areas where loss of curb parking will impact adjoining land uses.

The DEIR fails to disclose if new transit stations will induce additional parking demand around them, especially if parking demand will impact sensitive residential or strip commercial land uses. Bus Rapid Transit is meant to operate similarly to light rail transit, but BRT stations, unlike light rail stations are built without parking. The DEIR should disclose the number of new transit riders at each station who are expected to arrive by automobile and identify potential parking demands caused by the proposed project.

Thank you again for providing an opportunity to comment on the DEIR for the Noho to Pasadena Bus Rapid Transit Corridor Project located in the City of Burbank. If you have any questions regarding the contents of this letter, please feel free to contact David Kriske, Assistant Community Development Director with the Community Development Department, at 818.238.5269 or via email at dkriske@burbankca.gov.

Sincerely,

Sharon Springer, Mayor

Bob Frutos, Vice Mayor

Jess A. Talamantes, Council Member

Emily Gabel-Luddy, Council Member

Timothy M. Murphy, Council Member

Attachment: Memorandum

MEMORANDUM

CITY OF BURBANK
PUBLIC WORKS

DATE: November 30, 2020

TO: David Kriske, Assistant Community Development Director

FROM: Daniel J. Rynn, Chief Assistant Public Works Director – City Engineer

SUBJECT: Project No. Metro Bus Rapid Transit Project
Located at North Hollywood to Pasadena

Project Description:

On October 26, 2020, Metro released a Draft Environmental Impact Report (DEIR) for its North Hollywood to Pasadena Bus Rapid Transit Project. The Proposed Project would run from the North Hollywood Red/Orange Line Station in the City of Los Angeles through the Cities of Burbank and Glendale and into the City of Pasadena ending at Pasadena City College. Bus Rapid Transit is high capacity, frequent bus service that operates on local streets in both mixed-flow and dedicated bus lanes with fixed transit stops like a rail line. The Proposed Project would operate along a combination of local roadways and freeway sections with various configurations of mixed-flow and dedicated bus lanes depending on location. Attachment 1 shows the project corridor. In Burbank, the route is proposed to operate as a dedicated bus lane along Olive Avenue and Glenoaks Boulevard.

The bus lane would be constructed by generally widening these streets by one to two feet on each side and eliminating on-street parking. Stations are proposed in public right of way on Olive Avenue at Hollywood Way, Alameda Avenue, I-5 Olive overpass / Metrolink Station, and San Fernando. A station is also proposed on Glenoaks Boulevard at Alameda Avenue. The project would be served by electric transit buses.

ENGINEERING DIVISION

General Requirements:

- The City's arterial paving program has identified portions of Olive Ave to be repaved by 2022. Any impacts to the pavement on these segments of Olive Ave will have to be repaired per the City of Burbank Standards.

- Bus pads will be required at all bus stops.

- The Olive Ave bridge currently has two lanes of traffic in each direction. Creating one lane in each direction as a dedicated bus lane may cause additional traffic congestion and additional pedestrian traffic over the bridge and to the Metrolink access point. The DEIR should consider widening the bridge to create the dedicated bus lanes and/or bus turnouts. At a minimum, the sidewalk widths should be increased and the substandard safety barrier rails on both sides of the bridge should be upgraded.

For additional information or questions, please contact Anthony Roman, Civil Engineer Associate, at (818) 238-3945.

Checked by: Anthony Roman Date: November 18, 2020

WATER RECLAMATION AND SEWER

SECTION 2.9 – CONSTRUCTION:

- Proposed stations/stops located near City of Burbank and/ or County of Los Angeles catch basins must include trash receptacles.

SECTION 2.10 – PERMITS AND APPROVALS:

- Altering any part of the existing storm drain infrastructure requires approval and permits from the City of Burbank and/ or the County of Los Angeles.

SECTION 4.1.3 – HYDROLOGY AND WATER QUALITY:

- In addition to SWPPP and County SUSMP requirements, the City of Burbank has a Low Impact Development (LID) ordinance. Due to the proposed construction activities, revise document to include the aforementioned City LID ordinance.

SECTION 4.1.9 – UTILITIES AND SERVICE SYSTEMS:

- Best Management Practices shall apply to all construction projects and shall be required from time of land clearing, demolition or commencement of construction. Refer to BMC 9-3-407 for additional information.

- Certain construction and re-construction activities on private property will need to comply with post-construction Best Management Practices (BMPs), which include Sections 8-1-1007 and 9-3-414.D of the BMC authorizing the City to require projects to comply with the Standard Urban Stormwater Mitigation Plan provisions and the City's **Low Impact Development** (LID) ordinance. For questions on these requirements, please contact the City's Building Division at (818) 238-5220.

- The project will disturb more than 5,000 SF within the City's transportation corridors (i.e., public streets, parkway areas, and public parking) and as such, is subject to the City's Green Streets Policy requirements. This policy can be reviewed at the following address: http://file.burbankca.gov/publicworks/OnlineCounter/permits/app_docs_procedures/greenstreet/gspolicy.pdf

For additional information or questions, please contact Eden Lopez at (818) 238-3930.

Checked by: __Stephen Walker_____ Date: _November 19, 2020_

TRAFFIC ENGINEERING

General Requirements:

CONDITIONS:

- An operational analysis shall be performed to show traffic congestion caused by narrowing of Olive Avenue to one lane in each direction.

- The DEIR should provide a feasibility study to address the impacts and review whether the proposed station loading platforms with midblock crosswalk on the Olive bridge is feasible. Midblock crosswalk on the Olive bridge is hazardous for pedestrians and vehicles due to visibility issue on the vertical curve. A signalized crosswalk cannot be constructed on the existing Olive bridge because any types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits will compromise the structural integrity of the existing bridge. Metro may need to reconstruct the bridge to maintain 4 travel lanes with bus turnouts or dedicated bus lanes, sidewalk widening, and new pedestrian signals.

- An operational analysis shall be performed to show traffic congestion caused by narrowing of Olive Avenue to one lane in each direction.

- The DEIR also fails to identify the feasibility of street widening with respect to existing overhead and underground utilities, drainage, sidewalk width, sidewalk furniture, landscape, etc.

- The DEIR should provide a feasibility study to address the impacts and review whether the proposed station loading platforms with midblock crosswalk on the Olive bridge is feasible. Midblock crosswalk on the Olive bridge is hazardous for pedestrians and vehicles due to visibility issue on the vertical curve. A signalized crosswalk cannot be constructed on the existing Olive bridge because any types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits will compromise the structural integrity of the existing bridge. Metro may need to reconstruct the bridge to maintain 4 travel lanes with bus turnouts or dedicated bus lanes, sidewalk widening, and new pedestrian signals.

- Making a left turn from the far-most right turn lane also violates California Vehicle Code Section 22100(b) and may cause other drivers to unintentionally copy the same movement, thereby introducing a new hazardous condition for pedestrians and road users.

- The proposed project allows right-turning vehicles to merge with the curb-running bus lane approaching each intersection and allows right turns be made from the bus lane. Existing right turn lanes with protected right turn signal indication cannot be merged with the curb-running bus lane due to the complexity of the signal operation at these locations. Removing the protected right turn indication will compromise vehicular safety at these locations. The DEIR failed to analyze the impact of traffic circulation should these protected right turn lanes be removed.
- The DEIR fails to analyze a potential transportation impact caused by hazardous geometric design feature by proposing to integrate the bus stations into the sidewalk area and using a curb extension to facilitate access and pedestrian circulation. The DEIR does not disclose traffic congestion as a result of the dedicated bus lanes in combination with narrowing of the roadway at bus stations via curb extension.

- The DEIR showed cross sections but fails to identify locations where existing lane width is substandard and fails to analyze the potentially hazardous condition as a result of addition of dedicated bus lanes in the already congested and substandard travel lanes. City of Burbank requires minimum 10.5 feet travel lane and 12 feet curb lane where there is transit service. The DEIR should analyze how the geometric configuration of BRT elements, such as dedicated lanes, curb extensions, and bus stations may create hazardous geometric design features,

particularly where the alignment is required to make left or right turns, enter, exit, and cross freeway ramps, bicycle facilities, and pedestrian crossings at intersections. Should curb parking be modified to provide a dedicated bus lane or queue jump, the project DEIR should analyze how these elements may reduce travel lanes below 10.5 feet, curb lanes below 12 feet.

For additional information or questions, please contact Vikki Davtian, Principal Engineer – Traffic, at (818) 238-3922.

Checked by: Vikki Davtian Date: November 30, 2020

FIELD SERVICES

General Comments:

Utilities and Service Systems:

- The proposed project would utilize electric-powered vehicles, which may require recharging using electrical networks. The project should analyze the potential to create electrical system impacts associated with powering required transit vehicle charging stations located in the City of Burbank.

- The proposed project would potentially conflict with, or require the relocation/reconstruction of, storm water drainage facilities in roadways along the project's alignment. The Project DEIR should analyze the project's impact of City and County storm water facilities within the project alignment.

- The unique nature of a BRT project, whereby a regional transit agency constructs capital improvements and operates transit vehicles on public infrastructure owned by another agency, could result in additional impacts to City of Burbank public service systems. In particular, the project DEIR should identify impacts to roadway maintenance of local streets including the increased maintenance needed for pavement, signage, striping, station maintenance, lighting, and other roadway infrastructure used by the project and owned and maintained by the City. Also, the DEIR should analyze right-of-way impacts to land adjacent to streets along the alignment, including any land acquisition required for stations or roadway widening. Also, the City seeks clarification on whether public easements necessary for the project will be required within City right of way.

Transportation:

- Refer to attached letter.

For additional information or questions, please contact Public Works Field Services at (818) 238-3800.

Checked by: John Molinar Date: November 23, 2020

Attachment 4
Matrix of Burbank DEIR Comments and Metro FEIR Responses

Comment #	Burbank Comments	Metro Response
1	Introduction	
2	The DEIR fails to include an adequate range of project alternatives to mitigate potential project impacts. Specifically, the nature of Bus Rapid Transit allows for different BRT elements and roadway cross sections to be implemented depending on the local context of the project. The DEIR includes a project alternative with full BRT implementation including dedicated bus lanes and transit priority lanes on virtually the entire corridor. It also includes an "Improved Existing Bus Service Alternative" that would implement regular transit service frequency improvements but would construct no BRT improvements. This "all or nothing" project alternative approach fails to comply with CEQA's requirement to evaluate a reasonable range of feasible alternatives. The DEIR does not acknowledge that the implementation of targeted BRT elements, like bus lanes or queue jumps, installed at high-congestion and other critical areas, can dramatically improve travel time and potentially meet project objectives without creating a significant adverse environmental impact. To be legally adequate, the DEIR should include a project alternative that includes targeted BRT elements in areas where they would have highest impact to improving transit service in the corridor.	The comment mischaracterizes the definition of project alternatives. While the comment characterizes the Proposed Project as implementing dedicated BRT lanes along "virtually the entire corridor," the Proposed Project has been planned and designed with the local context in mind. There are multiple instances along the proposed route where the Project has foregone proposing dedicated bus lanes and other BRT features based on local considerations and contexts. For example, the Proposed Project would operate in mixed-flow traffic for a portion of the route on Central Avenue between Glenoaks Boulevard and Doran Street and for the entirety of the route in Pasadena. The Alternatives Analysis prepared as a predecessor to the Draft EIR evaluated multiple route alignments and street configurations, and the Proposed Project is the outcome of a multi-year planning process taking into account local considerations and contexts. The alternatives to the Proposed Project are the No Project Alternative (Alternative 1) and the Improved Existing Bus Service Alternative (Alternative 2). The comment asserts that the Draft EIR must include an alternative that includes targeted BRT elements to satisfy legal requirements for a reasonable range of alternatives. As stated on page 6-8 of Chapter 6, Alternatives to the Project, Alternative 2 would be a local express service with some BRT characteristics. The service may be as frequent as that proposed for BRT with buses that would operate in mixed-flow traffic with transit signal priority systems (i.e., queue jumps as mentioned in the comment). Stops would be more frequent than the BRT line but less frequent than local bus lines (typically every 0.6 miles on average). Travel times would be faster than for local service but slower than the travel times expected from the BRT project. Stops would occur at existing bus stations and there would be no median-running, center-running, or side-running configuration. Alternative 2 includes the targeted BRT elements requested in the comment. In accordance with Section 15126 of the CEQA Guidelines, Consideration and Discussion of Alternatives to the Proposed Project, an EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. This requirement has been satisfied in the Draft EIR.
3	Also, more disruptive BRT elements, such as dedicated bus lanes, have tradeoffs with existing roadway elements like sidewalks, travel lanes and parking. And BRT elements have varying levels of transit improvement relative to adjoining vehicle traffic congestion and delays. The DEIR does not include adequate information on the existing congestion levels and delays on the corridor relative to the proposed transit service for the public and decision makers to evaluate the relative improvement and tradeoffs that BRT elements like dedicated bus lanes have along different segments of the project corridor. The DEIR therefore does not include adequate project alternatives nor information on existing roadway congestion levels to fully disclose the relative benefits, tradeoffs, and impacts that the project has on the environment. In particular, there is insufficient information in the DEIR for the public and decision makers to evaluate whether the proposed bus lanes on Olive Avenue and Glenoaks Boulevard should be implemented as peak-only bus lanes, or whether buses should travel in more mixed-flow segments because existing vehicle congestion and delay in the existing general purpose lanes is low and therefore bus lanes are not warranted.	The 2020 CEQA Guidelines do not require traffic congestion analyses. Metro is not required to consider traffic congestion in the CEQA process, although it may be considered by the Board of Directors during the decision-making process. Traffic analysis information has been provided to the City of Burbank outside of the CEQA process. Based upon the traffic analysis, signalized intersections along Olive Avenue are projected to operate at LOS D or better with the exception of the intersections at Buena Vista Street, Verdugo Avenue/Sparks Street, and Victory Boulevard, which are forecast to operate at LOS E or F in 2042 for No Project and/or Proposed Project Scenarios. Signalized intersections along Glenoaks Boulevard are projected to operate at LOS D or better under the No Build and With Project Scenarios. These results are generally consistent between the No Project and Proposed Project Scenarios.

4	The project alternative proposes to install a new BRT transit station at the top of the Olive Avenue overpass to directly connect BRT riders to the Downtown Burbank Metrolink Station below. The City of Burbank suggested and proposes this direct connection. However, the implementation of this connection as described in the DEIR introduces substantial transportation policy and safety impacts by reducing travel lanes on Olive Avenue contrary to the Burbank General Plan and creating a pedestrian crossing and travel lane merge movements along an old bridge vertical curve that will likely introduce new safety impacts. The construction of the proposed station is also likely infeasible because any types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits will likely compromise the structural integrity of the existing bridge. The DEIR should include a project alternative that implements this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railings, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing. This project alternative would eliminate several project impacts identified above, and would likely contribute to an environmentally superior project alternative.	Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge and is no longer considering implementing dedicated bus lanes in this location. The location of the station has instead been shifted to Olive Avenue at Lake Street.
5	The Project Alternatives section identifies that the No Project Alternative is environmentally superior, and then identifies the "Improved Existing Bus Service Alternative" (Alternative 2) as the environmentally superior alternative of the remaining two build alternatives. The project alternative is not identified as environmentally superior and the DEIR fails to address how the project alternative meets the stated project objectives better than the environmentally superior alternative to warrant it being chosen over the environmentally superior Alternative 2. Based on this omission, the public and decision makers are led to believe that Alternative 2 should be selected as the preferred project, rather than the proposed project. As such, the alternatives analysis is legally inadequate.	The comment misinterprets the purpose of identifying the environmentally superior alternative in a Draft EIR. The comment suggests that the Proposed Project could be the environmentally superior alternative, which is not accurate. As stated on page 6-17 of Chapter 6, Alternatives to the Project, CEQA Guidelines Section 15126.6 requires that an "environmentally superior" alternative be identified among the alternatives that are evaluated in the Draft EIR to foster informed decision-making. The environmentally superior alternative is the alternative that would be expected to generate the fewest adverse impacts when compared to the Proposed Project while attaining most of the basic objectives of the Project. For the North Hollywood to Pasadena Bus Rapid Transit Corridor Project, the No Project Alternative is considered the environmentally superior alternative because there would be no physical changes to the existing environment resulting in construction or operational impacts. If the No Project Alternative is identified as the environmentally superior alternative, CEQA requires identification of the environmentally superior alternative other than the No Project Alternative from among the Proposed Project and the other alternatives evaluated in the Draft EIR. Alternative 2 is the environmentally superior alternative among the remaining alternatives because, as compared to the Proposed Project, it avoids or reduces all construction impacts related to transportation, biological resources, cultural resources, noise, and tribal cultural resources. It also avoids or reduces operational impacts related to transportation, aesthetics, cultural resources, and geology and soils. CEQA does not require that the alternatives analysis in the EIR address how the Project or its alternatives meet the stated Project Objectives, simply that a reasonable range of alternatives to the project, or the location of the project, be identified for decision-making purposes. The comment does not take issue with the ability of either the Proposed Project or Alternative 2 to meet the Project Objectives. CEQA does not require the feasibility determination (including discussion of the degree to which the alternatives meet the objectives) to be included in the EIR (Flanders Foundation v. City of Carmel-by-the-Sea (2012) 202 Cal.App.4th 603.). The decision to the approve the Project will require a finding on the feasibility of the alternatives to the project weighing the desirability of the project "based on a reasonable balancing of the relevant economic, environmental, social, and technological factors against the benefits of the Environmentally Superior Alternative. This decision is left to the Metro Board of Directors as the decision-making body for the Proposed Project.
6	Policy compliance intro	

7	The DEIR fails to disclose the significant adverse impact the project will cause on maintaining the City's circulation network and street classifications. The Burbank General Plan designates Olive Avenue as a Major Arterial (General Plan Exhibit M-2) with five travel lanes. Major arterials should give priority to regional transit and auto traffic, and should encourage good transit and automobile progression using traffic signal timing (General Plan Page 4-11). The DEIR indicates that Olive Avenue would retain two travel lanes on Olive Avenue in each direction, but fails to disclose that the project would remove one travel lane in each direction on the Olive Avenue overpass of Interstate 5, which reduces the number of travel lanes from five lanes to three and conflicts with the General Plan street classification and roadway cross section requirements for major arterials which requires two lanes in each direction. The DEIR is inadequate in disclosing this significant roadway policy impact and in failing to identify appropriate mitigation measures for this impact. The DEIR must disclose congestion and potential impacts to public safety caused by narrowing of Olive Avenue to one lane in each direction. The DEIR must include a project alternative or mitigation measure that implements this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railing, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.	The comment incorrectly states that the Draft EIR must disclose and mitigate significant congestion impacts related to reducing travel lanes on Olive Avenue. The 2020 CEQA Guidelines do not require traffic congestion analyses. Metro is not required to consider traffic congestion in the CEQA process, although it may be considered by the Board of Directors during the decision-making process. Review of the City's Mobility Element and street classification system did not identify a requirement for Major Arterials to provide and maintain two travel lanes in each direction but rather a requirement for Major Arterials to maintain a 76-foot Traveled Way and a 100-foot Right of Way (Mobility Element on page 4-11). Regardless of the lane configuration of Olive Avenue, the existing width of right-of-way would by maintained by the Project. Further, the City's Mobility Element street classification system identifies several priorities and requirements for Major Arterials. In order, the priorities are (1) Where transit conflicts with cars, design streets to maximize person versus vehicle throughput, (2) On-street parking may be removed to accommodate transit stops or turn lanes. Maximize traffic signal coordination; consider transit signal priority, and (3) Property dedication may be required to maximize sidewalk widths or to provide intersection capacity enhancements. To the extent that the Project presents a conflict between transit and cars due to the conversion of a travel lane to a side-running bus lane, the Project maximizes person versus vehicle throughput by providing a premium transit service along Olive Avenue, consistent with the street classification list of priorities. Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge and is no longer considering implementing dedicated bus lanes in this location thereby maintaining the existing lane configuration through the Olive Avenue Bridge.
8	The DEIR is inadequate in failing to disclose a roadway policy impact with Burbank General Plan Mobility Element Policy 1.2. The project proposes to widen the entire length of Olive Avenue by one to two feet through the entire length of the City to accommodate a transit-only bus lane. Burbank2035 General Plan Policy 1.2 does not support "wholesale changes to street rights-of-way," therefore the project is inconsistent with Policy 1.2.	The comment mischaracterizes the Proposed Project. The Proposed Project does not include street widening (i.e., narrowing of the sidewalk).
9	The DEIR is inadequate in identifying roadway policy significant impacts with the Burbank General Plan Mobility Element. The project would require the curb-to-curb street width of Olive Avenue and Glenoaks Boulevard to be widened by up to four feet along the entire length of the project, which conflicts with Mobility Element Policy 3.4. The DEIR does not investigate feasible mitigation measures to address this policy impact, such as project alternatives that preserve the existing street roadway width consistent with this policy. Further, the DEIR does not identify the numerous locations along Olive Avenue where the half-street street right-of-way width is only 40 feet, , which may be insufficient to accommodate the proposed project's 36-foot wide half-street width (72-foot total width)without eliminating sidewalks. Providing ADA-accessible sidewalks in these locations may require property acquisition which is not disclosed in the DEIR, and which is inconsistent with Policy 3.4.	The comment mischaracterizes the Proposed Project. The Proposed Project does not include street widening (i.e., narrowing of the sidewalk). The Proposed Project has been designed to avoid widening and acquisitions as feasible. This is consistent with Policy 3.4 which states, "Consider street widening and right-of-way acquisitions as methods of last resort." Details of the size and location of any potential acquisitions have not been identified at this stage in the design process.
10	The DEIR is inadequate in assessing the proposed project's impact on Olive Avenue and Glenoaks Boulevard arterial street efficiency, and does not disclose whether the project will cause arterial spillover traffic into adjacent residential neighborhoods. The proposed project sincludes transit signal priority and queue jumps at intersections, but does not disclose how therse improvements may influence arterial street traffic. In particular, Olive Avenue isa diagonal street that intersects other north-south and eas-weststreets near the proposed project, and may prevent the City from synchronizing its other arterial streets. The DEIR must disclose and analyze how potential transit system signal priority will affect the City's arterial traffic signal coordination and synchronization.	Where proposed, the curb-running bus lanes configuration is not anticipated to result in spillover traffic into residential neighborhoods, since the curb-running bus lanes configuration maintains the existing number of travel lanes throughout most of Burbank. The side-running bus lanes configuration, which reduces the number of travel lanes on Olive Avenue between Buena Vista Street and Lake Street, is expected to result in a shift of traffic to parallel streets including Alameda Avenue and Burbank Boulevard. Not much traffic is expected to divert to local residential roadways, since out-of-direction travel would be required resulting in longer travel distances and longer travel times, especially considering the speed impediments along the local residential roadways (e.g., stops signs, speed bumps).
11	The proposed corridor passes by, but does not serve, the Disney Studio Campus and St. Joseph's Hospoital and related medical complxes at the intersection of Buena Vista and Alameda Avenue….SEIR should study a route alternative to divert the project alignment onto Alameda Avenue and Buena Vista Street to serve this major employment and community center, and including a stop at the Buena Vista Street/Alameda Avenue intersection.	The Proposed Project follows the Alameda Avenue and Buena Vista Street alignment suggested in the comment and includes a station in proximity to the Alameda Avenue and Naomi Street intersection.

12	The Burbank2035 General Plan identifies a future bus transit center to be located within the Burbank Media District, at a location where local and regional bus lines intersect. The proposed project includes a station located where this future transit center is identified. However, the DEIR fails to analyze how the proposed project supports or inhibits the development of this transit center. The DEIR should evaluate how the construction of the proposed project's stop at Hollywood Way/Riverside Drive/Olive Ave can serve as the foundation for a future bus transit center in the Media District, specifically how the proposed project's station will provide connections to BurbankBus, Metro Local, and Metro Express Service in the MEdia District while supporting required first-last mile improvements necesary to support the station.	The Proposed Project would not acquire land in Burbank that would potentially be used for a transit center in the Media District. The Proposed Project would improve, and not interfere, with the City's ability to create a new transit center in the Media District, as set forth in Policy 4-3 of the Burbank2035 General Plan Mobility Element.
13	The DEIR fails to analyze how the propsoed project is compatible with Burbank2035 General Plan Mobility Element Policy 4.8 relating to the project's seamless connection between the Downtown Metrolink Station as well as the City's existing and planned off-street bicycle network that serves the Downtown Burbank Metrolink Station. The proposed transit station on the Olive Avenue overpass does not support a seamless connection to the existing Burbank Channel Class I Bikeway, and the future Chandler Extension Class I Bikeway because it requires eastbound riders to navigate a circuitous route across Olive Avenue and down the existing elevator. The proposed project should promote a more seamless connection to these other transportation systems by implementing this station by widening the Olive Avenue bridge to expand pedestrian sidewalks, improving substandard bridge railings, creating a bus turnout and station platform outside the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.	Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge. The location of the station has been shifted to Olive Avenue at Lake Street.
14	The DEIR fails to analyze the proposed project's potential ridership impacts to the existing BurbankBus Pink Route service in conflict with Burbank2035 General Plan Mobility Element Policy 4.8. The Pink Route provides local service along the Olive Avenue corridor and connects the Universal City Red Line Station and Downtown Burbank Metrolink Station to the Media District. This impact is especially pertinent as the City is being asked to become the primary local transit provider in the corridor due to the NextGen Bus Plan eliminating Metro 155 service.	The alignment of the Proposed Project overlaps with the BurbankBus Pink Route between Hollywood Way/Riverside Drive/Olive Avenue in the Media District and the Downtown Burbank Metrolink Station. The Proposed Project's limited-stop service will complement the local service provided by the BurbankBus Pink Route. In addition, the BurbankBus Pink Route will obtain travel time and reliability benefits from the dedicated bus lanes implemented for the Proposed Project.
15	The DEIR fails to disclose a significant policy impact with Burbank2035 General Plan Mobility Element standard sidewalk width requirements. The project would widen Olive Avenue and Glenoaks Boulevard by one to two feet in both directions to convert the existing on-street parking into a bus-only lane. This would require sidewalks widths on Olive Avenue and Glenoaks Boulevard to be reduced below the standard widths identified in the Burbank2035 General Plan (Table M-2 – Sidewalk Standards, Page 4-21). The sidewalk width standards are generally 15 feet along the project corridor, and the required street widening would reduce these widths to 14 feet. In some locations on Olive Avenue, sidewalk widths would be reduced to 4 feet, which does not meet ADA minimum width standards. The DEIR fails to identify a significant transportation impact, nor does it identify feasible mitigation measures to this significant impact. Burbank General Plan Mobility Element Policy 9.2: Address the needs of people with disabilities and comply with the requirements of the ADA during the planning and implementation of transportation improvement projects. The DEIR fails to disclose a significant policy impact with the Burbank General Plan Mobility Element because the project proposes to reduce sidewalk widths on Olive Avenue in certain segments to four feet wide, which is below the ADA minimum width.	The comment mischaracterizes the Proposed Project. The Proposed Project does not include street widening (i.e., narrowing of the sidewalk).
16	The DEIR fails to disclose a policy impact with the Burbank General Plan Mobility Element Planned Bicycle Routes and the Bicycle Master Plan Top Priority Projects, which both include the addition of Class II bicycle lanes on Glenoaks Boulevard between Providencia Avenue and Alameda Avenue, with connections to the Class III bicycle route on Providencia Avenue. Further, the project precludes the City from connecting this planned facility to the Downtown Burbank Metrolink Station via Glenoaks Boulevard between Providencia Avenue and Verdugo Avenue, which is a bicycle network gap identified in the City's Complete Streets Plan. The DEIR must identify a mitigation measure for this policy impact.	The Proposed Project would operate in mixed-flow traffic on Glenoaks Boulevard between Olive Avenue and Providencia Avenue; thus the Project would not impact the City of Burbank's ability to address a gap in the bicycle network on Glenoaks Boulevard between Verdugo Avenue and Providencia Avenue.

17	The DEIR fails to disclose a potential transportation impact by introducing a hazard due to a geometric design feature. The project proposes to construct a transit station at the top of the Olive Avenue Overpass, and install a signalized pedestrian crosswalk at the crest of the overpass. The DEIR did not analyze of the placement of this pedestrian crossing at the top of a 60 year old overpass with poor vehicle sightlines due to high roadway grades caused by the profile of the overpass. The project proposes to construct two roadway travel lane drops on the overpass immediately approaching the proposed station platform, and the DEIR does not disclose or analyze whether the introduction of this roadway design feature on the existing overpass creates a potentially significant adverse impact. The project also proposes to introduce additional pedestrian traffic travelling to and from the new station platform. These pedestrians will be boarding and alighting buses mixed with through pedestrian traffic on the bridge's existing seven foot sidewalks. These sidewalks are located along bridge railings that are of substandard height (39 inches) separating pedestrian traffic from falling to the Interstate 5 freeway below	Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge.
18	The DEIR fails to analyze whether the proposed station loading platforms with midblock crosswalk on the Olive bridge is feasible. A midblock crosswalk on the Olive bridge is likely hazardous for pedestrians and vehicles due to creating a visibility issue on the bridge's vertical curve. The DEIR did not adequately investigate whether a signalized crosswalk can be constructed on the existing Olive bridge given the types of heavy construction including station platforms, ADA ramps, signal foundations, pull boxes, and underground conduits that will be required and may likely compromise the structural integrity of the existing bridge. The DEIR is inadequate in analyzing these potential safety impacts and identifying mitigation measures for those potentially significant adverse impacts. The DEIR should include a project alternative or mitigation measure that implements this station by widening the Olive Avenue bridge to maintain four travel lanes, expand pedestrian sidewalks, improve substandard bridge railings, creating a bus turnout and station platform outside of the existing Olive Avenue roadway, and constructing a second elevator on the south side of Olive Avenue to eliminate the proposed hazardous pedestrian crossing.	Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge.
19	The DEIR fails to analyze a potential transportation impact caused by a hazardous geometric design feature by proposing bus left turn movements to westbound Olive Avenue from the far-most right turn lane of northbound Glenoaks Boulevard. The DEIR does not disclose this potential hazardous condition or identify mitigation measures to reduce potential significant impacts. Making a left turn from the far-most right turn lane also violates California Vehicle Code Section 22100(b) and may cause other drivers to unintentionally copy the same movement, thereby introducing a new hazardous condition for pedestrians and road users.	The Proposed Project will operate in mixed-flow traffic on Glenoaks Boulevard on the approach to Olive Avenue; thus, the proposed BRT will execute a left-turn to westbound Olive Avenue from the left-turn lane shared with automobile traffic.
20	The DEIR fails to analyze a potential transportation impact caused by a hazardous geometric design feature by proposing to install center-running median bus lanes on Glenoaks Boulevard at the Alameda Avenue and Providencia Avenue intersections across conflicting left turn movements to these streets. The DEIR does not disclose this potential hazardous condition or identify mitigation measures to reduce potential significant impacts.	The Proposed Project would be designed in the engineering phase to confirm that left-turn movements can be executed in a safe manner at the Glenoaks Boulevard intersections with Providencia Avenue and Alameda Avenue. The eastbound-westbound left turns would operate under a protected signal phase. If geometric analysis demonstrates a conflict between the routing of the eastbound and westbound left turns if they operate concurrently, lead-lag signal phasing can be implemented so the eastbound and westbound left turns occur during separate protected signal phases.
21	The proposed project allows right-turning vehicles to merge with the curb-running bus lane approaching each intersection and allows right turns be made from the bus lane. Existing right turn lanes with protected right turn signal indication cannot be merged with the curb-running bus lane due to the complexity of the signal operation at these locations. Removing the protected right turn indication will compromise vehicular safety at these locations. The DEIR failed to analyze the impact of traffic circulation should these protected right turn lanes be removed. The DEIR fails to analyze a potential transportation impact caused by hazardous geometric design feature by proposing to integrate the bus stations into the sidewalk area and using a curb extension to facilitate access and pedestrian circulation.	The curb-running bus lanes configuration along Olive Avenue and the BRT stations along the sidewalks are not expected to create a hazardous geometric condition. Likewise, the side-running bus lanes configuration along Olive Avenue with the BRT stations provided along curb extensions are not expected to create a hazardous geometric condition. Right turns are allowed to be made from dedicated bus lanes across many BRT systems, including along Wilshire Boulevard locally. Metro will work with the City of Burbank during the Project's engineering phase to confirm that the Proposed Project does not create hazardous geometric conditions.
22	The DEIR fails to adequately analyze if including 11 foot bus only curb lanes adjacent to the existing 10 foot travel lanes on Olive Avenue and Glenoaks Boulevard will create a potentially significant adverse safety impact. The DEIR should analyze how the geometric configuration of BRT elements, such as dedicated lanes, curb extensions, and bus stations may create hazardous geometric design features, particularly where the alignment is required to make left or right turns, enter, exit, and cross freeway ramps, bicycle facilities, and pedestrian crossings at intersections.	The Proposed Project's BRT will abide by traffic regulations when operating in the street right-of-way. Lane widths and traffic control measures will meet the applicable design standards. Therefore, the Proposed Project is not expected to create hazardous geometric design features.

23	The DEIR appears to use the “related projects list” method of analyzing potential cumulative impacts. The list of cumulative projects (Table 5-1, Page 5.2) included in the Cumulative Impact section of the DEIR omits several projects in the City of Burbank, including approved entitlements for the City’s three major studio campuses. The City of Burbank’s cumulative project list can be provided to Metro to add the additional cumulative projects located within ½ mile of the project alignment	The comment states that the cumulative project list is missing several projects within the City of Burbank that should be included in the Cumulative Impact Analysis. Please see Chapter 3, Corrections and Additions, of the Final EIR for the updated cumulative projects list based on information provided by the City of Burbank on May 3, 2021. The updated cumulative projects list clarifies and amplifies the information provided in the Draft EIR. No new or substantially more severe cumulative impacts have been identified based on the updated list. The additions to the cumulative list do not directly or indirectly affect the environmental resource analyses included in Chapter 5, Cumulative Impacts, of the Draft EIR. Therefore, no revisions to the cumulative impact analysis are necessary.
24	The DEIR related projects list includes the City of Los Angeles Colorado Boulevard Specific Plan, but does not include the two City of Burbank Specific Plans that the alignment passes through (Media District and Burbank Center Specific Plans). Further, the Burbank Center Plan is not considered in the Population and Housing Section of the DEIR.	Both the Burbank Media District and the Burbank Center Specific Plans were included in the analysis of population and housing and land use impacts, as discussed in Appendices Q and L, respectively. Conflicts and compliance with these planning documents were assessed individually in these technical analyses rather than cumulatively. The Proposed Project would be compatible with the land use plans, goals, and policies adopted by the regional and local jurisdictions within the Project Area. While it is anticipated that land uses in the Project Area will change over time to address growing population and regional demands for infrastructure and services, individual City jurisdictions and metropolitan planning organizations such as SCAG are responsible for planning such development. Land uses surrounding the Proposed Project stations may intensify due to transit oriented development (TOD) pressures and zoning initiatives that have been planned and encouraged by the Project Area cities including the Cities of Los Angeles, Glendale, Burbank, and Pasadena. This growth pattern would be consistent with regional planning efforts to focus future growth in areas served by transit to address environmental concerns related to climate change and availability of services and infrastructure to meet future demand. Accordingly, the Proposed Project would be consistent with regional and local plans aimed at improving regional mobility and focusing growth in areas well served by transit. As described in Chapter 4, Other Environmental Considerations, of the Draft EIR, no significant impacts related to land use or population and housing were identified.
25	The DEIR related project list includes the unfunded Metro Los Angeles – Glendale – Burbank Feasibility Study, but does not include the funded Antelope Valley Line Improvement Project, which will fund capital improvements to expand Metrolink service to 30 minute, all-day, bi-directional service. The DEIR’s failure to include these service improvements as a cumulative project makes the DEIR inadequate in analyzing the need for the BRT project to seamlessly connect to this important regional connection, and inclusion of this cumulative project would likely provide support for the Olive Avenue / Metrolink transit stop improvements described elsewhere in this comment letter.	The comment states that the EIR omitted analysis of Metro’s Antelope Valley Line (AVL) Capacity and Service Improvements Project in the cumulative projects list and therefore omits necessary analysis of the need for the Project to have additional improvements to the Burbank Metrolink station connection. The AVL Capacity and Service Improvements Project has been added to the analysis in the EIR. Please see Chapter 3, Corrections and Additions, of the Final EIR. Adding AVL to the cumulative list does not directly or indirectly affect the environmental resource analyses included in Chapter 5, Cumulative Impacts, of the Draft EIR. The AVL Capacity and Service Improvements Project does not propose any improvements to the Burbank Metrolink station or tracks in the vicinity of the Proposed Project and simply proposes increased frequency of service to the station. The Proposed Project no longer proposes any improvements to the Olive Avenue bridge where the Burbank Metrolink Station is located. Thus, there is no potential conflict between the Proposed Project, the existing Burbank Metrolink Station, or existing and future Metrolink service.
26	The DEIR identifies the Metro / City of Burbank Olive/Verdugo/Sparks intersection improvement project as a related project, but does not identify the conflict the proposed project would have with the City’s planned improvement of this intersection, which would construct pedestrian, bicycle, and vehicle channelization improvements that would preclude the installation of bus lanes through the intersection.	The Draft EIR acknowledged proposed spot widening to add a curb-running bus lane through the Olive Avenue/Sparks Street/Verdugo Avenue intersection and potential overlap of the two projects’ construction activities. The Project now includes a side-running bus lane instead of a curb-running bus lane and Metro no longer proposes widening at this location. Metro is committed to working with the City of Burbank during engineering to confirm that improvements are not in conflict with the City’s planned improvements at the Olive/Verdugo/Sparks intersection. It should be noted that at the time of this Final EIR, the City of Burbank has not prepared publicly-available design plans for the improvements nor programmed funds for the improvements.
27	The DEIR identifies the City of Burbank Olive Avenue Bridge Improvement project as a related project, but does not disclose that the proposed narrowing of Olive Avenue to one lane in each direction is in conflict with one of the purposes of the bridge improvement, which is to improve operational efficiency while also adding bicycle and pedestrian improvements to the bridge. Constructing a transit stop at the top of the bridge in the middle of the travelled roadway would conflict with this project. These numerous omissions and inconsistencies render the Cumulative Impacts analysis legally inadequate because the findings and conclusions are not supported by substantial evidence.	Metro has revised the design of the Proposed Project to eliminate the proposed station on the Olive Avenue bridge as well as dedicated bus lanes across the bridge.

28	The DEIR identifies that a significant aesthetic impact would occur if the project would "substantially damage scenic resources, including…trees…" and identifies several impacts to existing mature tree landscape elements along the corridor outside the City of Burbank (Page 3.2-14). However, the project does not apply this threshold to the City of Burbank and therefore does not identify impacts to mature street trees in the City of Burbank. In particular, the project would require the removal of several rows of large mature street trees on Olive Avenue and Glenoaks Boulevard in Downtown Burbank. These trees would be removed because the project is required to widen Olive avenue by one to two feet for the proposed project. By applying the project's aesthetic impact significance thresholds to the City's street trees, the DEIR should identify a significant impact to aesthetic resources in Burbank by removing these trees, and should identify feasible mitigation measures to lessen these impacts. In addition, the DEIR must analyze the removal of these trees as a significant Biological Resources impact give the contribution these mature street trees give to the City's urban forest resources. Without this additional analysis, the Aesthetics and Biological Resources impact analyses are legally inadequate because they are not supported by substantial evidence.	At this stage of the Conceptual Design, it is anticipated that a majority of the street trees along Olive Avenue would remain unaffected by the Project and further design refinement would be needed to identify the precise number and location of affected trees. Side-running bus lane configurations of the Proposed Project are anticipated to have fewer impacts on trees than the no longer considered curb-running configuration. The removal of street trees was not considered a significant impact alone unless those street trees have been identified by stakeholders as important aesthetic resources through scoping comments or in a planning document. In absence of a clear identification of a given resource's importance, impacts to aesthetic resources were assessed based on the context to the aesthetic environment and input from stakeholders, local jurisdictions, and the public. The Draft EIR acknowledges that tree removals could occur at various locations but notes that further design refinement during the Preliminary Engineering phase would avoid most conflicts with existing street trees located within sidewalks. Further, Mitigation Measure VIS-1 would reduce any impacts to streetscape vegetation to a less-than-significant level by requiring replacement landscaping in accordance with local streetscape requirements and design criteria.
29	The DEIR indicates that the proposed project will cause no impact to police public services because it will not lead to an increase in police service calls or the local jurisdictional service ratio. However, there is no evidence to support this conclusion (Page 4-22). The DEIR states that the project will be subject to Metro's transit police strategy including Transit Services Bureau officers and contracted polices services. But it does not state directly if the proposed project will be patrolled and staffed by Metro transit police or local jurisdictional police, and if local police will be contracted to provide police service. Also, the DEIR is silent on whether local or Metro law enforcement will be required to enforce bus-only lanes and other transit-only facilities, and fails to define the requirements and costs to enforce bus-only facilities. The DEIR fails to adequately identify if the project will pose a significant adverse impact to police service. Therefore, the Public Service impact analysis is legally inadequate because it is not supported by substantial evidence.	Contrary to the comment's assertion, the Draft EIR does not state that the Project would have no effect on police service calls or service ratios, but rather states that no police facilities would be affected and no changes in population would result requiring new or expanded police service or facilities. As stated in the Draft EIR, police response may improve as the dedicated bus lanes would be available to emergency vehicles in the event of an emergency, avoiding typical roadway congestion. Metro acknowledges that its transit policing strategy generally only applies to Metro facilities such as stations and that some local police service would be required to respond to service calls along the Project corridor; however, there are existing Metro bus services and facilities within the City of Burbank and it is anticipated that no significant change in the frequency, nature, or magnitude of police service requirements would be posed by the Project. As described in the Draft EIR, new BRT stations would be designed using Metro's Design Criteria which maximize lighting, visibility, and overall user safety which may improve safety along the Project route. Regarding enforcement of bus lane restrictions, Metro would coordinate with the City and local police service agencies to develop appropriate enforcement strategies. Per newly enacted legislation under Assembly Bill (AB) 917, operations of the Proposed Project may incorporate camera enforcement on the buses.
30	The DEIR indicates that the project will have no impact to electric utility systems, but does not document why this statement is true. Metro is proposing to utilize electric transit vehicles for the project, which could require substantial electrical utility system improvements if vehicle charging is expected to occur within the City of Burbank. The DEIR indicates that "the location of charging stations for electric buses would be analyzed and located where sufficient capacity is located" (Appendix S, Page 29) but does not include this analysis in the DEIR. The DEIR is insufficient in determining whether the proposed project will create a significant impact to the City's electrical utility system.	As discussed in Chapter 4, Other Environmental Considerations, of the Draft EIR there is no plan to locate electric bus charging infrastructure in the City of Burbank and the infrastructure required to charge vehicles for the Proposed Project and the Metro fleet generally would be located where adequate capacity is available. The Draft EIR does identify the North Hollywood Metro B/G (Red/Orange) Line Station as a likely location for charging infrastructure and another location at Pasadena City College is under consideration. Currently and for the purposes of the EIR, it has been assumed that overnight electric charging infrastructure for the Proposed Project would be located at one of Metro's existing bus depots. No aspect of the planning or design for the Proposed Project has considered electric vehicle charging infrastructure within the City of Burbank.
31	The DEIR fails to identify a significant impact to the City's recycled water interconnect with the City of Glendale located in the Glenoaks Boulevard median south of Alameda Avenue. The proposed project will likely impact this critical recycled water interconnect including hydrants, valves, vacuum/air release valves, meter boxes, and a fiber optic communication pull box. The DEIR should identify this significant impact and identify mitigation measures to mitigate it.	The comment identifies a recycled water interconnect with the City of Glendale located within the Glenoaks Boulevard median south of Alameda Avenue and states that the Proposed Project would result in impacts to the interconnect. Potential impacts to the referenced interconnect have not been identified during the Project's early phase of conceptual design. If impacts to the interconnect are identified in the Proposed Project's engineering and design phase, the design and engineering process will confirm the functionality of the interconnect.

32	The DEIR fails to identify the impacts caused by several miles of street widening with respect to existing overhead and underground utilities, drainage, sidewalk width, street trees, street lights, sidewalk furniture, landscape, etc. The DEIR should disclose any potential significant impacts to public infrastructure. As such, the Utility Systems impact analysis is legally inadequate because it is not supported by substantial evidence.	The comment states that the Draft EIR does not adequately address potential utility impacts related to proposed street widening. As discussed in Chapter 4, Other Environmental Considerations, of the Draft EIR, construction of the Proposed Project is not anticipated to require or result in the construction or relocation of utilities which could cause a significant environmental impact because utility relocations would be coordinated with utility providers. At this stage in the conceptual design, utility facilities have not been identified as designs are not advanced enough to determine potential conflicts. As discussed in Appendix S Utilities and Service Systems of the Draft EIR a utility composite base map would be developed to outline the utilities within the Project boundary. The base map would be used to identify conflict locations with Proposed Project work and existing utility facilities. Each utility company would need to be contacted on a periodic basis to determine if there are any new plans for their facilities. The utility composite base map would be updated as new information becomes available. Utility coordination meetings would be set up with each utility company with potentially affected facilities to help determine if relocation would be required or the facility could be protected-in-place. The utility coordination meetings would help to confirm the utility companies are engaged early during project development. Preliminary relocation concepts would be developed and presented to each utility owner with affected facilities. In addition, the resource analyses factored in utility relocations, as necessary. For example, the air quality analysis is premised on a regional analysis that accounts for a conservative projection of the maximum daily equipment and vehicle activity that could be occurring along the entire Project corridor in a given day. Analyzing such a worst-case scenario ensures that all other construction activities would not produce air quality impacts that exceed those analyzed in this document.
33	The DEIR fails to document the increased annual pavement maintenance costs to the City's streets caused by frequent heavy bus service operating in the curb lane of Olive Avenue and Glenoaks Boulevard. Identifying impacts to increased pavement wear could require mitigation measures such as strengthening the roadway cross section in the bus lanes to accommodate heavy bus travel. The DEIR also fails to identify maintenance costs for other roadway elements including signs, striping, traffic signals, and other roadway infrastructure. Additional comments related to civil public infrastructure are attached to this comment letter.	The comment states that the Draft EIR fails to address long-term effects of frequent bus travel on City pavement requiring increased maintenance cost and activities. As discussed in Chapter 2, Project Description, the Proposed Project's BRT service would operate with 10-minute frequency throughout most of the day on weekdays tapering to 15 to 20 minutes frequency during the evenings, and with 15-minute frequency during most of the day on weekends tapering to 30 minutes in the evenings. Substantial deterioration of the pavement is not anticipated because the Proposed Project's BRT service would provide only six buses per hour per direction (or approximately 200 buses per day) and would operate in travel lanes on Olive Avenue that already accommodate between approximately 22,000 and 28,000 vehicles per day, including automobiles, trucks, and buses. In addition, concrete bus pads would be installed at the Proposed Project's BRT stations. A joint maintenance agreement for Project elements will be developed during final design and prior to the opening of Project operations.
34	The City recognizes that impacts to public parking are not considered CEQA impacts. Nonetheless, the project proposes to eliminate 500 curb parking spaces along Olive Avenue and Glenoaks Boulevard without identifying a parking program or plan to address this lack of curb parking. These parking spaces currently serve a significant amount of mid-century, single story strip commercial development that does not include on-site parking. Removing parking for these land uses without providing a parking program to address this parking loss would create an economic impact on these strip commercial businesses who rely on this curb parking. Removing all parking inventory for these businesses would impact the business viability and prevent use and re-use of these older buildings. Further, wholesale removal of curb parking would push parking demand into adjacent residential neighborhoods, likely requiring the City of Burbank to implement additional permit parking zones in these residentially-adjacent neighborhoods. The DEIR should disclose this potential economic affect and provide a program or plan to offset the loss of parking caused by the proposed project. The DEIR should also propose project alternatives to the implementation of full-time bus lanes in areas where loss of curb parking will impact adjoining land uses.	Metro acknowledges that parking is a concern for the affected community and associated businesses; however, as the commenter states, parking loss and economic or social effects are not considered environmental effects for the purposes of CEQA. The side-running bus lanes configuration retains most of the existing on-street parking.
35	The DEIR fails to disclose if new transit stations will induce additional parking demand around them, especially if parking demand will impact sensitive residential or strip commercial land uses. Bus Rapid Transit is meant to operate similarly to light rail transit, but BRT stations, unlike light rail stations are built without parking. The DEIR should disclose the number of new transit riders at each station who are expected to arrive by automobile and identify potential parking demands caused by the proposed project.	The Proposed Project's BRT system is not anticipated to induce parking demand, as the BRT stations are spaced more frequently (i.e., closer together) than light rail transit stations. In general, BRT stations are spaced at one-mile intervals, resulting in no greater than a 10-minute walk to access a station.
36	Thank you again for providing an opportunity to comment on the DEIR for the Noho to Pasadena Bus Rapid Transit Corridor Project located in the City of Burbank. If you have any questions regarding the contents of this letter, please feel free to contact David Kriske, Assistant Community Development Director with the Community Development Department, at 818.238.5269 or via email at dkriske@burbankca.gov.	The comment concludes the letter with contact information for City staff. Metro acknowledges the preceding comments and looks forward to continued coordination with the City of Burbank. No further response is required.
37-62	*[Additional Specific Comments provided by Memorandum]*	*[Metro included specific detailed responses to City's Specific Comments - See FEIR Section 4.0 for details]*

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: March 26, 2024

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: David Kriske, Assistant Community Development Director, Transportation

SUBJECT: Approval of a Cooperative Agreement with the Metropolitan Transportation Authority for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project

RECOMMENDATION

1. Approve a Cooperative Agreement (Agreement) (Attachment 1) with the Metropolitan Transportation Authority (Metro) for the Design and Construction of the North Hollywood to Pasadena Bus Rapid Transit (BRT) Corridor Project, subject to incorporation of the City's redline changes as described in this report that have not yet been agreed to by Metro.
2. Direct staff on whether to require a more detailed project description in the Agreement which specifies the inclusion of mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street.

BACKGROUND

Metro is currently designing its North Hollywood to Pasadena BRT Corridor Project. This 18-mile project would construct a BRT between the North Hollywood Red Line / Orange Line Station and the Gold Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional bus route. Unlike a traditional transit project operating in Metro right of way, the project uses local city street right of way for operations as well as the location of stations.

The proposed project alignment (Attachment 2) would generally run from North Hollywood via Lankershim Boulevard and the Route 134 freeway before exiting the freeway in Burbank to serve the Burbank Media District. From there, the route would proceed east along Olive Avenue, Alameda Avenue, Buena Vista Street, and back onto Olive Avenue to Downtown Burbank, then south on Glenoaks Boulevard where it would leave the City and travel eastward to Downtown Glendale, the Los Angeles community of Eagle Rock, and Pasadena. The project would construct five stations in Burbank: 1) Hollywood Way

at Olive Avenue / Riverside Drive, 2) Buena Vista Street at Alameda Avenue, 3) Olive Avenue at Verdugo Avenue / Sparks Street, 4) Olive Avenue at Lake Street, 4) Olive Avenue at San Fernando Boulevard, and 5) Glenoaks Boulevard at Alameda Avenue.

To achieve higher speeds and capacities, BRT generally operates in dedicated bus lanes on city streets but is also flexible to operate in mixed-flow traffic using traffic signal technology or small bypass lanes to speed up travel times. In some cases, dedicated bus lanes can be built within roadway medians or other excess right of way, but often their implementation requires converting travel lanes or parking lanes into bus lanes. In addition to bus lanes, however, BRT also offers additional speed and reliability improvements such as all-door level boarding, payment required prior to boarding, further space between stations, and traffic signal priority.

In Burbank, the route is proposed to operate as a mix of dedicated bus lanes and mixed-flow traffic. Bus lanes are proposed along portions of Alameda Avenue, Olive Avenue, and Buena Vista Street in the Media District, Olive Avenue in Downtown Burbank, and Glenoaks Boulevard south of Providencia Avenue. Depending on the street configuration and width, the bus lane would be constructed by eliminating a vehicle travel lane or parking lane and converting it into a bus lane. However, BRT has inherent flexibility. Depending on the neighborhood context of a particular BRT segment and the availability of right-of-way to construct dedicated BRT lanes, dedicated lanes are not required in all areas to provide a viable transportation alternative. The City Council has specifically requested that the portion of the project located on Olive Avenue between Buena Vista Street and Interstate 5 be constructed to operate as mixed-flow.

In 2020, Metro prepared a Draft Environmental Impact Report (EIR) for the project, which included a public comment period. In December 2020, the City Council approved a comment letter to be sent to Metro as part of the public comment period (Attachment 3). The main issues discussed in the City Council's comment letter concerned the range of project alternatives analyzed, transportation policy and public service impacts, analysis of utility systems and roadway infrastructure, and concerns over bus lane impacts along Olive Avenue.

In response, Metro conducted additional analysis, modified parts of the project, and held additional public outreach, which led to the preparation of a Final EIR in 2022. In response to the Final EIR, on April 12, 2022, the City Council approved a second comment letter (Attachment 3) that was provided to Metro. This comment letter acknowledged the issues that Metro addressed in response to the City's Draft EIR comments, but raised two significant project concerns that remained:

1. Metro should implement the project as mixed-flow on Olive Avenue between Buena Vista Street and Lake Street until project ridership reached a level that can justify converting a travel lane to bus lane.
2. Metro should develop a program to construct an Olive Bridge BRT station that would connect directly to the Downtown Burbank Metrolink Station.

On April 28, 2022, the Metro Board of Directors approved the project and the Final EIR but did not address these two important issues. However, the City maintains control over City-owned right-of-way and may continue to negotiate with Metro.

DISCUSSION

With the Metro Board's approval of the project in 2022, Metro has continued to refine its conceptual design plans and has coordinated with the City as it prepares to secure third party consultant and contractor services for final design, project management, and construction. As part of this coordination, Metro would like to enter into a Cooperative Agreement with the City to define how the two agencies will work together to design and construct the project.

The main purpose of this agreement (Attachment 1) is to define roles and responsibilities during design and construction, clarify the parameters of the design of the project, identify procedures for reviewing and approving design plans, establishing the various City design standards and guidelines that the project will be subject to, setting up a dispute resolution process, and identifying how private and City utility conflicts will be resolved. The agreement also allows for the City to seek reimbursement for costs related to the design and construction of the project, or to contribute funds to make betterment improvements to City facilities as part of the project. The agreement identifies portions of the project that will be maintained by Metro once the project is complete, to ensure that operations and maintenance of the project does not fall to the City.

The proposed Cooperative Agreement has been negotiated between City and Metro staff. Some of the new City obligations identified in the Cooperative Agreement require the City to meet certain standards for responding to queries, reviewing plans and other materials, enforcing its rights over private utilities, and coordinating with adjacent development. These costs will require staff time and/or consultant staffing to achieve, but many of these costs can be reimbursed by Metro through this Agreement. Staff will prepare an implementation plan that will identify the resources needed to implement the City's portion of the agreement and return to City Council to approve funding and identify the costs to be reimbursed.

There are several items in the proposed Cooperative Agreement that remain unresolved between Metro and the City. The proposed changes to the Cooperative Agreement are believed to sufficiently protect the City's interests, while still allowing for proper coordination to expeditiously deliver the project. These changes have not yet been accepted by Metro; therefore, Staff recommends the City Council approve the agreement, subject to the City resolving the following items identified below.

Credit to Metro for Costs to Replace City Infrastructure with Expired Service Life

Metro has requested that the City consent to partially reimbursing Metro for costs to reconstruct or reconfigure City infrastructure that needs to be modified to accommodate the project, if that infrastructure is old and therefore a portion of its lifespan has already been exhausted. Metro would receive a credit paid by the City based on the proportion of that affected infrastructure's amount of remaining expected lifespan, versus the amount of lifespan that has already been exhausted. Staff recommends that expired service life credits not be granted, based on the past history of other regional transportation projects that did not include this provision, and because the relative remaining life of a piece of City infrastructure should not have a bearing on whether Metro is required to pay for City infrastructure improvements necessary for Metro to build the project. Introducing expired service life credits would mean that the City is undertaking part of Metro's project costs.

Staff has currently negotiated changes to the agreement that would require both City and Metro to agree to apply an expired service life calculation to any part of the project.

Deferring Operations and Maintenance Principles to a Separate Agreement

The Cooperative Agreement includes provisions for the City and Metro to meet in good faith to identify operations and maintenance costs for the project that will be borne by each agency as part of a separate negotiation. Metro has requested that discussion of operations and maintenance be deferred because certain aspects of the project's operations and maintenance won't be known until after the project's final design has commenced. However, Staff believes some operations and maintenance elements of the project should clearly be the responsibility of Metro, regardless of how the project is designed, and therefore should be identified as part of the Cooperative Agreement. These primarily include the operations and maintenance of elements related to the transit stations. Staff recommends the City Council direct staff to ensure that operation and maintenance of major project elements like the transit stations is included in the Cooperative Agreement rather than deferring to a subsequent agreement.

City-owned Utility Adjustments Procedures

The Cooperative Agreement sections related to utility adjustments and relocations does not apply to situations where the City owns its utility infrastructure. Staff recommends the City Council direct staff to include adjustments to the Cooperative Agreement that account for the City owning its water, electrical, recycled water, and fiber optic communications utilities, and ensure that Metro will be paying for all utility adjustments necessary for the project.

Project Description and Project Alignment

Metro and the City currently disagree over how the project alignment is portrayed in the Cooperative Agreement. City staff requests that certain broad details of the project (alignment, station location, roadway configuration) be included in the Cooperative Agreement so that both parties understand the scope of the project that is approved to be constructed. Metro believes that this project description should not be included because Metro's Board of Directors approved a project that includes a bus-only lane on Olive Avenue between Buena Vista Street and Lake Street, which is contrary to the City Council's direction of ensuring that the project description includes mixed-flow bus operation on this stretch. Based on City Council's prior direction, Staff believes that including the mixed-flow project description is important to convey to Metro the City Council's wishes, but including this description carries the risk that Metro will not approve the Cooperative Agreement. If the City Council directs staff not to include the project description in the Cooperative Agreement, staff would still continue to direct Metro to implement the project in accordance with the City Council's direction and would review, approve, and permit plans that included mixed-flow on Olive Avenue between Buena Vista and Lake, unless the City Council directs otherwise.

Olive Avenue Bridge Connection to Metrolink

Finally, the Cooperative Agreement does not address the status of the project's station connection to the Downtown Burbank Metrolink Station. As part of the Final EIR, the City Council conveyed to Metro that it believed a direct connection between the project and the Metrolink Station be provided via a new station on the Olive Avenue Bridge. This element is not included in the project. Metro does not intend to modify the Olive Avenue

Bridge as part of the project and will provide a connection to Metrolink via a station at Lake Street. In lieu of making inclusion of this direct connection contingent on approving the Cooperative Agreement, Staff is proposing to prepare a Capital Improvement Project as part of the City's Fiscal Year 2024-2025 budget which would allow the City to begin high-level planning and conceptual design of a possible modification to the Olive Avenue Bridge to include BRT station, and to explore outside funding opportunities to fund this improvement.

Staff recommends approval of the Cooperative Agreement, subject to changes that protect the City's interests as the project development moves forward and based on the City Council's current policy direction. However, the City Council has latitude to direct staff in how to move forward with the Cooperative Agreement, including directing staff to make further changes, remove changes, or to deny the agreement outright. The City Council may direct Staff in accordance with Staff's recommendation or pursue other action as desired.

COMMUNITY ENGAGEMENT

Metro conducted community outreach and engagement throughout the development of the North Hollywood to Pasadena BRT Corridor Project, during both conceptual project development as well as through the EIR process. This outreach process also helped the City Council develop its formal input to the project and resulted in the City's formal position to support the project with the two important caveats of maintaining mixed-flow lanes on Olive Avenue between Buena Vista Street and Lake Street, and for Metro to support the City in developing a BRT station on the Olive Avenue Bridge.

ENVIRONMENTAL REVIEW

Metro as the lead agency for the Project conducted environmental review pursuant to the California Environmental Quality Act (CEQA) and an Environmental Impact Report was prepared pursuant to 14 Cal. Code Regs. § 15080 et seq., which was certified by the Metro Board of Directors on April 28, 2022.

FISCAL IMPACT

There is no Fiscal Impact to the City in approving this Cooperative Agreement. While the Agreement imposes new obligations on the City to assist Metro in delivering the project, the additional staff and consultant costs borne by the City to meet its obligations under the Agreement are also reimbursable by Metro under the Agreement. Approval of the Cooperative Agreement allows the City to recover costs incurred to assist Metro in designing and constructing the project.

CONCLUSION

Metro requests the City approve a Cooperative Agreement to guide how the two agencies will work together to design and construct the North Hollywood to Pasadena Corridor BRT Project. The Agreement describes the roles and responsibilities of each agency, lists the various city design standards and guidelines that will apply to the project, and sets out a process for the City to seek reimbursement from Metro for costs incurred to support the project. However, there are still areas within the Agreement that Metro and City staff have not yet agreed upon. Staff recommends the City Council approve the Cooperative Agreement with the City's redline changes incorporated and provide direction to staff on whether to include a more detailed project description that reflects the City Council's

policy direction, so that Staff can ensure that the City directs the design and construction of project elements within its right of way and can be reimbursed for costs incurred to support the Project.

ATTACHMENTS

Attachment 1 – Draft Cooperative Agreement with City's requested redline changes
Attachment 2 – Project Alignment
Attachment 3 – City Council Final Environmental Impact Report Comment Letter and Staff Report

COOPERATIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT CORRIDOR PROJECT

BETWEEN

THE CITY OF BURBANK

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

1/24/2025 ~~2024~~
PC

EFFECTIVE DATE

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This Agreement is entered into by and between the City of Burbank (the **"City"**), and the Los Angeles County Metropolitan Transportation Authority (**"LACMTA"**).

RECITALS

(A) LACMTA proposes to develop and open a new bus rapid transit line known as the North Hollywood to Pasadena Transit Corridor Project (as more fully defined in Article 11 (*Definitions and Interpretation*), the **"NoHo to Pasadena Project"**). The Final Environmental Impact Report was certified and the NoHo to Pasadena Project was approved, by the LACMTA Board of Directors on April 28, 2022 (https://www.dropbox.com/sh/jt5s5l784pml8cf/AAAK4TgdarNwfM1iBAmF7xWXa?dl=0).

(B) The NoHo to Pasadena Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the NoHo to Pasadena Project and in particular the City Portion of the NoHo to Pasadena Project.

(C) This Agreement does not address, and is not intended to address any terms and conditions with respect to any first/last mile projects. Any terms and conditions with respect to any first/last mile projects will be discussed, negotiated and agreed by LACMTA and the City under a separate agreement. Further, this Agreement does not address, and is not intended to address any terms and conditions with respect to LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives would be discussed, negotiated and agreed to by responsible parties under a separate agreement. The City disclaims any liability arising out of or related to the Land Bank Pilot Partnership Motion (June 2022) under this Agreement.

(D) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between them in connection with the development and implementation of the NoHo to Pasadena Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 **Scope of Agreement**

(a) The City acknowledges the NoHo to Pasadena Project is a high priority public works project and will provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, and other authority to be exercised by the City relating to the NoHo to Pasadena Project in accordance with the terms of this Agreement.

(b) The Parties have entered into this Agreement to:

(i) acknowledge the intended scope, schedule and site for the NoHo to Pasadena Project as set out in EXHIBIT 1 (*Project Description*), EXHIBIT 2 (*Project Phases and Project Schedule*) and EXHIBIT 3 (*Project Site*) respectively; and

(ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of costs between LACMTA and the City, in respect of the design, construction, operation, and maintenance of the NoHo to Pasadena Project as it relates to the City Portion and any Rearrangements.

(c) LACMTA may procure the Design, Construction, operation, and maintenance of the NoHo to Pasadena Project, including the City Portion, under multiple procurements and contract packages and may self-perform parts of the design, construction, operation, and maintenance of the NoHo to Pasadena Project, including the City Portion. As at the date of this Agreement, LACMTA:

(i) has procured the development of the Design for the NoHo to Pasadena Project to approved-for-construction status by a LACMTA Contractor under one contractual package; and

(ii) is procuring the performance of Design reviews, preconstruction services, and Construction work under a construction manager/general contractor agreement.

(d) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractor(s) to carry out Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the applicable LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 10.11 (*Limitation on Third Party Beneficiaries*), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor.

(e) The City acknowledges and agrees that LACMTA may change the contracting and procurement strategy and plan for the NoHo to Pasadena Project, including the City Portion, described in Section 1.1(c) in its sole discretion. The City further acknowledges that as at the date of this Agreement, the NoHo to Pasadena Project is in the early stages of the Design Phase and LACMTA may elect: (i) not to proceed with the NoHo to Pasadena Project; or (ii) to amend the scope of the NoHo to Pasadena Project as set out in EXHIBIT 1 (*Project Description*), each in its sole discretion subject to the FEIR and any required board approvals.

(f) LACMTA shall promptly notify the City of any changes to its contracting and procurement strategy or to the scope of the NoHo to Pasadena Project made in accordance with Section 1.1(e) that has or is reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City. If agreement cannot be reached, the matter will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

(g) The terms and conditions of this Agreement shall be applicable to the rights and obligations of a City-owned utility company with respect to the NoHo to Pasadena Project and LACMTA acknowledges and agrees to coordinate with any City-owned utility with regard to the NoHo to Pasadena Project.

1.2 **Duration of Agreement**

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the NoHo to Pasadena Project commences, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (*Operation and Maintenance*) (the **"Term"**).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 **Governance**

(a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (*Roles and Responsibilities*). The Parties agree to use good faith efforts to resolve any issues that arise under this Agreement. Issues that arise under this Agreement that cannot be resolved at the working-level will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

(b) The City and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the **"City Representative"** and **"LACMTA Representative"**, respectively). EXHIBIT 4 (*Roles and Responsibilities*) provides initial designations. Either Party may change its designated representative by providing seven days' prior Notice to the other Party.

(c) Where a meeting of multiple cities involved in the NoHo to Pasadena Project may be helpful to discuss issues, or potential issues, and/or solutions that may impact multiple cities or to give an update on the overall status or progress on the NoHo to Pasadena Project, LACMTA may invite the City to attend meetings together with other cities impacted by the NoHo to Pasadena Project. On LACMTA's written request, the City shall endeavor to secure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any such meeting held with respect to the City Portion during normal business hours and upon reasonable notice.

(d) LACMTA may convene Project Meetings in relation to the NoHo to Pasadena Project or particular aspects of the NoHo to Pasadena Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the NoHo to Pasadena Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the NoHo to Pasadena Project. On LACMTA's written request, the City shall endeavor to secure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Project Meeting held with respect to the City Portion during normal business hours and upon reasonable notice. Any Project Meeting attended by the City Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:

(i) affect the rights or obligations of either Party under this Agreement;

(ii) entitle a Party to make any claim against the other;

(iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;

(iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or

(v) be construed as a direction by a Party to do or not do anything.

2.2 **Annual Work Plan**

(a) At the beginning of each LACMTA Fiscal Year, the Parties will review the Project Schedule and the 'life of project' resourcing needs to facilitate the efficient, timely, and safe delivery of each Subject Transportation Project through its Design Phase and Construction Phase and will commence the Annual Work Plan process for the next LACMTA Fiscal Year. LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:

(i) not later than July 31 (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 days after the date of this Agreement), LACMTA shall provide the City with information with respect to anticipated Work Orders, including a list of each item of work or scope of activities or services that LACMTA anticipates to request or require from the City during the next LACMTA Fiscal Year, and the estimated start and finish dates for the item of work or scope of activities or services that LACMTA anticipates to request or require from the City;

(ii) within 60 days after the City's receipt of the required information from LACMTA pursuant to Section 2.2(a)(i), the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs under the anticipated Work Orders for which the City shall require reimbursement;

(iii) promptly and in any event within 30 days' after LACMTA receives the preliminary annual work plan from the City pursuant to Section 2.2(a)(ii), the City and LACMTA will meet to review the preliminary work plan and negotiate in good faith such issues as are necessary in order to finalize and agree the annual work plan for the next LACMTA Fiscal Year; and

(iv) not later than May 1 of the then current LACMTA Fiscal Year, LACMTA shall notify the City of the agreed annual work plan for the next LACMTA Fiscal Year (each such agreed annual work plan, an **"Annual Work Plan"**).

(b) Section 2.3(e) (*Work Orders*) shall apply notwithstanding that the Parties may agree an Annual Work Plan setting out the schedule of anticipated Work Orders.

2.3 **Work Orders**

(a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to that scope of work.

(b) If LACMTA approves a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) without requiring any changes or additions, LACMTA will issue a Work Order to the City for such scope of work and following receipt of that Work Order, the City must promptly commence the work authorized under that Work Order.

(c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.

(d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) prior to issuing a Work Order, the Parties shall negotiate in good faith such changes or additions. Upon agreement of any such changes or additions (and any necessary City council approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable scope of work, with the agreed changes or additions and following receipt of that Work Order, the City must promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by prompt commencement of the work authorized under that Work Order. Nothing in this Section 2.3(d) shall prohibit LACMTA from approving a Form 60 under Section 2.3(b) in part and authorizing the City to commence the approved part of the scope of work in accordance with that Form 60.

(e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or the City Portion or otherwise under the provisions of this Agreement, that is not expressly authorized by a Work Order, as may be amended pursuant to Section 2.3(f).

(f) Except in the case of a change required due to an emergency (which notification may be given orally and any emergency work commenced before being confirmed in writing to LACMTA within three days), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed. If approved, the City may perform the work in accordance with the authorized change.

(g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred. To the extent the City (or City Contractor) has commenced Construction in the Public Rights-of-Way pursuant to a Work Order agreed under this Section 2.3 that is subsequently terminated by LACMTA, LACMTA shall reimburse the City for Costs properly incurred pursuant to a Work Order agreed under this Section 2.3 or otherwise under Section 8.1 (*Indemnity*) of this Agreement to perform clean-up and restoration activities to return the site to the condition prior to commencement of Construction.

The restorative activities shall be consistent with the City Standards in effect at the time the restoration work is performed.

(h) The City shall promptly notify LACMTA if at any time it anticipates:

(i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;

(ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or

(iii) that the estimated finishing date will be later than the date stated in the Work Order,

and shall request an amendment to such Work Order pursuant to Section 2.3(f).

(i) LACMTA shall reimburse the City for services and activities performed in accordance with EXHIBIT 9 (*Inspection and Acceptance Procedure*). LACMTA shall not unreasonably withhold issuance of a Work Order authorizing the City to perform inspection, acceptance, and closeout activities with respect to the NoHo to Pasadena Project required in accordance with EXHIBIT 9 (*Inspection and Acceptance Procedure*).

2.4 **Project Schedule**

(a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and subject to LACMTA agreeing to the reimbursement of the cost of the applicable resources in accordance with Section 2.3 (*Work Orders*) and 7.1 (*Reimbursements to the City*), to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this Section 2.4(a), additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with Section 2.3(f) (*Work Orders*).

(b) To the extent the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), and such failure is attributable to the City, then, solely to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the NoHo to Pasadena Project, the City must reimburse LACMTA for all actual and documented costs and expenses incurred by LACMTA or arising out of such delay. The City shall pay such costs to LACMTA within 90 days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment(s) due to the City.

(c) Without limiting any other rights under this Section 2.4, if the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), LACMTA (or a LACMTA Contractor) will issue a Notice to the City referencing the relevant work or obligation (including any anticipated delay and cost impacts to the NoHo to Pasadena Project) and requesting the City's immediate attention (or, if the Project Schedule allows without causing LACMTA to incur additional costs or a delay to the NoHo to Pasadena Project, providing an extension of time) and if the delay remains unresolved, LACMTA shall escalate the delay utilizing the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*). Where the delayed obligation relates to Design or Construction work that the City has agreed to perform under the terms of this Agreement or where LACMTA reasonably determines that the City will be unable to timely complete any Design or Construction work that the City has agreed to perform under the terms of this Agreement, LACMTA may by Notice to the City suspend the affected element of the City's work and LACMTA may perform the remaining work. If

LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement.

(d) To the extent:

(i) a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order; or

(ii) the rejection by LACMTA of a reasonable request by the City for additional resources under Section 2.4(a),

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the provisions of the applicable Work Order (including, where the City is performing Design or Construction work, any costs associated with such delay).

2.5 **Permits**

(a) Under Applicable Law, LACMTA is not subject to certain local ordinances when constructing the City Portion. Notwithstanding this, LACMTA shall obtain all necessary City permits and approvals and comply with City Standards relating to the Design and Construction of the City Portion, in each case to the extent required under and in accordance with, the terms of this Agreement.

(b) Without prejudice to Section 2.5(a) or the requirements set out in EXHIBIT 8 (*Construction Requirements*):

(i) within 45 days of the Effective Date, the City and LACMTA will coordinate to: identify any permits required for the City Portion; agree on any applicable permit fees required to be paid by LACMTA with respect to the City Portion; and agree on any services that will not require reimbursement by LACMTA through a Work Order to avoid double counting;

(ii) LACMTA or LACMTA Contractor shall pay any permit fees agreed by the Parties under Section 2.5(b)(i); and

(iii) the City will cooperate with LACMTA to ensure any processing procedures or timelines for permits shall be consistent with the terms and conditions set out in this Agreement and endeavor to reasonably streamline the permit process so far as reasonably practicable to support the timely delivery of the Noho to Pasadena Project in accordance with the Project Schedule.

(c) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third-party approval relating to or arising from, the Design, Construction, operation or maintenance of the City Portion.

2.6 **Coordination of Work**

(a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination may occur as soon as reasonably practicable after the occurrence of the emergency), the City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not pose a safety hazard or interfere with, disrupt or delay the Design and Construction, or threaten the integrity of the City Portion including by:

(i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Works;

(ii) to the extent requested by LACMTA following its initial screening taking into account proximity of the Adjacent Work to the City Portion, adjacency conditions, and the potential to impact the City Portion and otherwise conducted in accordance with LACMTA's standard procedures for Adjacent Works, delivering copies of designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work to determine if elements of the Adjacent Work would impact the safe Construction of the NoHo to Pasadena Project; and

(iii) to the extent LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, pose a safety hazard or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the integrity of, the City Portion, LACMTA and City agree to coordinating the Adjacent Work or suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

(b) The City will, and will take all reasonable actions within its powers to ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:

(i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:

(A) attending interface definition and coordination meetings upon reasonable request; and

(B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;

(ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction of the City Portion or any other part of the NoHo to Pasadena Project;

(iii) to the extent applicable, comply with LACMTA or the relevant LACMTA Contractor's worksite health and safety policies and procedures; and

(iv) promptly advise LACMTA of all matters arising out of the Adjacent Work or City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect upon the City Portion or any other part of the NoHo to Pasadena Project.

2.7 **Utility Adjustments**

(a) In accordance with Section 1.1 (*Scope of Agreement*), LACMTA and the City will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City Portion of a Project in a timely manner, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in EXHIBIT 5 (*Utility Adjustment Procedures*).

(b) LACMTA and the City shall cooperate and coordinate in executing the necessary documents for each step set out in EXHIBIT 5 (*Utility Adjustment Procedures*).

(c) The services performed by the City under the provisions of this Section 2.7, are eligible for reimbursement under Sections 2.2 (*Annual Work Plan*), 2.3 (*Work Orders*) and 7.1 (*Reimbursements to the City*).

2.8 **Governmental and Lender Requirements**

If the NoHo to Pasadena Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other federal, state and local Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with any prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City provided that LACMTA notifies the City of the requirements prior to issuing the Work Order.

2.9 **Access**

If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part (limited to Public Rights-of-Way and City-owned properties only, and not including any privately-owned properties) of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

2.10 **Discretions**

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 **Design Responsibilities**

(a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b), LACMTA will (directly or through LACMTA Contractors) Design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.

(b) LACMTA may request and authorize the City to perform:

(i) Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (*Work Orders*); and

(ii) additional Design work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (*City-Performed Project Work*).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

3.2 **Design Requirements**

The Designs of the Rearrangements shall comply with the requirements set out in EXHIBIT 6 (*Design Requirements*).

3.3 **Design Review Procedure**

(a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 7 (*LACMTA Submittal Review Procedure*) and otherwise in accordance with the provisions of this Agreement and any applicable Work Orders.

(b) The City will carry out the review and approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 7 (*LACMTA Submittal Review Procedure*) and otherwise in accordance with the provisions of this Agreement and any applicable Work Orders.

(c) For the avoidance of doubt, LACMTA is not required to submit any Design for Construction work for the NoHo to Pasadena Project that is not part of the Rearrangements to the City for City's review and approval, including where:

(i) LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains (or will own and maintain) the applicable structure or physical element; or

(ii) the work is related to utility trenching and shoring within OSHA guidelines and the relevant LACMTA Contractor is OSHA certified.

As between the City and LACMTA, LACMTA will be responsible for ensuring that the Design for the Construction work for the NoHo to Pasadena Project complies with Applicable Law and the FEIR. The City further acknowledges that as between LACMTA and the City, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the NoHo to Pasadena Project (whether or not situated within the Public Rights-of-Way) including the ADA and in the case of its obligations under the ADA LACMTA will to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice. As described in Part C (*Physical Limits of the Project Work*) of EXHIBIT 3 (*Project Site*), LACMTA and the City will agree the physical limits of the structures and elements of the NoHo to Pasadena Project that: (a) LACMTA owns and maintains or will own or maintain; or (b) that are part of, or will become part of (under a Rearrangement), a City Facility.

3.4 **Design Development**

The Parties acknowledge and agree that:

(a) the Basis of Design will establish the scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements for the purposes of issuance of the Procurement Documents for the construction of the NoHo to Pasadena Project; and

(b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design.

3.5 **City Standards**

(a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the NoHo to Pasadena Project. For the avoidance of doubt, this Agreement and the provisions in this Section 3.5 do not restrict the City from exercising its legal authority and legislative power to adopt new City Standards.

(b) Subject to Sections 3.5(a) and 3.5(c), the Parties acknowledge that the City may adopt new City Standards not listed in EXHIBIT 6 (*Design Requirements*) or amend or supplement existing City Standards listed in EXHIBIT 6 (*Design Requirements*) during the Term, provided that the City shall promptly (and in any case within 15 days' of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.

(c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement or any adoption, amendment, supplement, or interpretation of City Standards for the sole purpose of effecting the NoHo to Pasadena Project in contravention of Section3.5(a) shall be considered a "Betterment" for the purposes of this Agreement (except to the extent an exclusion under that definition applies).

3.6 **Changes to Design**

(a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 7 (*LACMTA Submittal Review Procedure*) will apply as if the Design Documentation is for the Final Design.

(b) LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended Final Design for Construction prior to approval by the City if and only if LACMTA, in consultation with the City Inspector, determines that the amendment to the Final Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

3.7 **Value Engineering**

LACMTA and the City will cooperate with each other to identify efficiencies to reduce the overall cost of the NoHo to Pasadena Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for the NoHo to Pasadena Project when:

(a) performing Design reviews under Section 3.3 (*Design Review Procedure*), including as part of the resolution of City comments made to Designs; and

(b) reviewing any requests for deviations to the City Standards and/or the Design and Construction requirements.

The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital cost for the NoHo to Pasadena Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the NoHo to Pasadena Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety and the FEIR project objectives. For the avoidance of doubt, following evaluation of potential innovations and value engineering opportunities in accordance with this Section 3.7, the City retains final decision-making authority to determine whether to approve a deviation from City Standards and/or the Design and Construction Requirements.

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

(a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.

(b) LACMTA may request and authorize the City to perform:

(i) Construction work with respect to a Rearrangement and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (*Work Orders*); and

(ii) additional Construction work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (*City-Performed Project Work*).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

4.2 Construction Requirements

The Construction of the Rearrangements and any other Construction work performed in the Public Rights-of-Way in connection with the NoHo to Pasadena Project shall comply with the requirements set out in EXHIBIT 8 (*Construction Requirements*).

4.3 Rights-of-Way

(a) Notwithstanding any LACMTA rights to use the Public Rights-of-Way under Applicable Law, LACMTA shall obtain all necessary City permits and approvals and comply with all City Standards relating to use of the Public Rights-of-Way, in each case to the extent required under and in accordance with, the terms of this Agreement.

(b) The location and type of replacement rights-of-way for the relocation of Conflicting Facilities as part of a Rearrangement shall be mutually agreed by the Parties during the Design Phase. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement of those City Facilities shall be located in existing public rights-of-way. If it is not possible for a Rearrangement of a City Facility to be located in a Public Rights-of-Way: (i) the required replacement rights-of-way for the relocation of Conflicting Facilities shall be acquired by LACMTA or the City (as mutually agreed) at LACMTA's cost in accordance with the Project Schedule; and (ii) If LACMTA acquires the replacement rights-of-way, LACMTA shall provide the City with an easement, in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, any City real property interests not part of the Public Rights-of-Way being taken out of service by the Rearrangement, and for which replacement real property interests are provided in accordance with this Section 4.3(b). LACMTA reserves the right to convey replacement rights-of-way in fee to the City.

(c) Subject to Section 4.3(b), in the case of any Rearrangements, the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to construct and/or operate the NoHo to Pasadena Project on the Project Right-of-Way and LACMTA (or the LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary for the Construction of the NoHo to Pasadena Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain

rights-of-way necessary to construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned temporary construction easements that may be required for Construction of the NoHo to Pasadena Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule.

(d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way as may be required by the California Public Utilities Commission or any other regulatory authority, and that the City shall cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies such as the California Public Utilities Commission or any other regulatory authority.

4.4 **Hazardous Materials**

LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of the NoHo to Pasadena Project. LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any **"hazardous substance"** as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions or remediation of hazardous materials is required to be performed on the Project Site for the purposes of the NoHo to Pasadena Project in accordance with the environmental site assessments.

4.5 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

ARTICLE 5. BETTERMENTS

5.1 **Notice of Betterments**

(a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 5, deliver all City Betterment Requests to LACMTA prior to the establishment of the Basis of Design.

(b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified that were not previously agreed under this Article 5, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and approval in accordance with this Article 5.

(c) If a City comment to a LACMTA Submittal or any other form of City request with respect to the NoHo to Pasadena Project constitutes a Betterment, LACMTA will deliver a LACMTA Notice of Potential Betterment to the City and within 10 days of delivery of that Notice, the City will: (i) withdraw the relevant comment; (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and approval; or (iii) dispute the basis of the LACMTA Notice of Potential Betterment by referring the matter to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*). If the City fails to respond within 10 days of a Notice delivered by

LACMTA under this Section 5.1(c), LACMTA may refer the matter to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*).

5.2 **Approval of Betterments**

If LACMTA approves a Betterment (with or without changes negotiated and agreed by LACMTA and the City):

(a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by LACMTA and the City); and

(b) the City will be responsible for the cost of the Betterment.

5.3 **Right to Refuse a Betterment**

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 5. LACMTA shall have the right to refuse and withhold approval for any Betterment, that:

(a) is incompatible with the NoHo to Pasadena Project;

(b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or

(c) is requested after the establishment of the Basis of Design.

5.4 **Cost of Betterments**

LACMTA shall not be responsible for the cost of any Betterment (whether or not the cost exceeds any estimates provided by LACMTA and including the cost of any additional mitigation measures included as a result of the Betterment if a supplemental environmental approval is required to accommodate that Betterment). Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (*Reimbursement and Credits to LACMTA*).

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 LACMTA and the City shall commence discussions regarding the Parties respective obligations regarding the operation and maintenance of the NoHo to Pasadena Project during the 60% Design Phase and shall use good faith efforts to agree on an amendment or supplement to this Agreement or to agree a new cooperative agreement to address the Parties respective obligations during the operation and maintenance of the NoHo to Pasadena Project and the procedures and cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the operation and maintenance of the NoHo to Pasadena Project by the Final Design.

6.2 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.1 shall be on terms that are substantially consistent with:

(a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phase of the NoHo to Pasadena Project); and

(b) the agreed operation and maintenance principles set out in EXHIBIT 10 (*Operation and Maintenance Principles*).

6.3 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 shall be finalized and documented in accordance with Section 10.7 (*Amendments*).

ARTICLE 7. REIMBURSEMENT AND CREDITS

7.1 Reimbursements to the City

(a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.

(b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility because the City has determined the City Facility does not need to be relocated, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility in accordance with the City Standards and will not be required to replace or compensate the City for the replacement of that City Facility.

(c) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City under a Work Order:

(i) the City shall commence its monthly billing within no more than 60 days, following the commencement of work under a specific Work Order and shall bill monthly thereafter following the City's standard billing procedures;

(ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, the names of individuals performing the relevant tasks and the time committed to those tasks, a description of the tasks performed by reference to the tasks described in the Work Order, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;

(iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 7;

(iv) the final billing under a Work Order, with a notation that all work covered by that Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and

(v) after the expiration of the 60 day period described in Section 7.1(c)(iv), LACMTA may notify the City in writing that the 60 day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 60 days to submit its final invoice.

(d) On completion of the Construction of the City Portion, LACMTA will issue a Notice of closeout to the City (including Final Acceptance of all Rearrangements for that City Portion). Within 90 days of receiving such Notice, the City must issue invoices to LACMTA for all services under a Work Order for the Design and Construction of the NoHo to Pasadena Project.

7.2 Reimbursements and Credits to LACMTA

(a) LACMTA shall receive a credit, or payment for:

(i) salvage for items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus reasonable storage and

transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, and in addition, LACMTA and the City may conduct an inspection survey of a City Facility prior to or during Design Development. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (*Work Orders*);

(ii) all Costs relating to Betterments upon acceptance of physical work where:

(A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment *less* the estimated Cost for Design and Construction of the Rearrangement without the Betterment, in each case as set out by LACMTA in its response and approval to the applicable City Betterment Request; and

(B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and

(iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:

(A) the **"Expired Service Life Value"** shall be an amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility); and

(B) the Expired Service Life Value shall be determined by the Parties in accordance with Section 7.2(a)(iii)(A) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order,

provided that LACMTA shall not receive a credit or payment for Expired Service Life Value for street pavement, curbs, gutters, sidewalks, traffic signals, traffic control devices, streetlights, sewers and storm drain facilities, and any other City-owned Utilities completed as part of the NoHo to Pasadena Project and in accordance with City Standards. Any street pavement work performed as part of a Betterment will be subject to Article 5 (*Betterments*).

(b) LACMTA shall receive:

(i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order; and

(ii) payment from the City for salvage, costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work invoiced and paid in accordance with this Article 7.

(c) Where LACMTA is due a payment under this Article 7:

(i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work and shall bill monthly thereafter following LACMTA's standard billing procedures;

(ii) LACMTA shall provide supporting documents to demonstrate the costs incurred by LACMTA, including LACMTA Contractor invoices, and other data, to the City upon request;

(iii) each billing statement for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid;

(iv) the final billing for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment, or Expired Service Life Value, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were calculated in accordance with this Article 7 and have not previously been billed or paid; and

(v) after the expiration of the 60 day period described in Section 7.1(c)(iv) (*Reimbursements to the City*), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to its submit final invoice.

7.3 **Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 7.1 (*Reimbursements to the City*) or 7.2 (*Reimbursements and Credits to LACMTA*) shall be due within 60 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

8.1 **Indemnity**

(a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, contractors, representatives, and employees to the maximum extent allowed by law from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance, or the performance of any of its officers, agents, contractors, representatives, and employees, of any of the obligations, work, authority, presence, or jurisdiction allocated or delegated to it under this Agreement (including, in the case of LACMTA, the performance of the Design and Construction of the NoHo to Pasadena Project).

(b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.

(c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

8.2 **Warranty**

(a) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after Substantial Completion of that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party) that such Rearrangement or work performed by them shall be free from defect, provided that in the case of any Punch List items recorded at Substantial Completion (or such earlier date on which the Parties agree responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. The limited warranty given under this Section 8.2(a) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.

(b) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.

8.3 **Insurance**

(a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:

(i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds and explicitly waiving subrogation rights against LACMTA and the City; and

(ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability; $1,000,000 in workers' compensation/employer's liability; and $1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability; $1,000,000 in workers' compensation/employer's liability; $1,000,000 (CSL) in auto liability; and $1,000,000 in professional liability.

(b) Each Party must:

(i) give the other Party 20 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;

(ii) give the other Party 20 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and

(iii) notify the other Party within five days if it receives a Notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

ARTICLE 9. RESOLUTION OF DISPUTES

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination (**"Dispute"**), the Parties shall make good faith efforts to resolve the Dispute through negotiation and the issue resolution ladder under EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (*Work Orders*), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual costs of such acceleration.

10.2 Existing Agreements

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the City and LACMTA or to which LACMTA has become or does become a successor either by assignment or by operation of law.

10.3 Audit and Inspection; Maintenance of Records

(a) **Audit and Inspection**. For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards at all times during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).

(b) **Maintenance of Records**. The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

10.4 Notices

(a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To the City:

City Manager (or designee)
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
jhess@burbankca.gov
Attn: Justin Hess

With a copy to:

City Attorney's Office
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
LKurihara@burbankca.gov
Attn: Lisa Kurihara, Senior Assistant City Attorney

With a copy to:

Director of Public Works (and/or the City Engineer)
the City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
kberkman@burbankca.gov
Attn: Ken Berkman, Public Works Director

Community Development
the City of Burbank
Community Services Building
150 N. Third Street
Burbank, CA 91502
krisked@burbankca.gov
Attn: David Kriske, Assistant Community Development Director

To LACMTA:

Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7382
CervantesE@metro.net
Attn: Eduardo Cervantes or Ferdinand Chan, Third Party Administration

With a copy to:

Office of Program Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
VanGesselM@metro.net
Attn: Mark Van Gessel, Deputy Executive Officer

With a copy to:

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
lowt@metro.net
Attn: Teddy Low, Senior Deputy County Counsel

With a copy to:

Metro Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor – Real Estate
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
pottsj@metro.net
Attn: John Potts, Executive Officer

(b) Any Notice sent personally will be deemed delivered upon receipt, and any notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday.

10.5 **Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

10.6 **Waiver**

(a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.

(b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

10.7 **Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

10.8 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 **Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

10.10 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 **Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

10.12 **Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

10.13 **Approvals; Further Documents and Actions**

Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, **"Approval"**) required or permitted to be given by any Party pursuant to this Agreement or any Work Order:

(a) must be in writing to be effective (except if deemed granted pursuant to this Agreement);

(b) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and

(c) shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 30 days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party. Notwithstanding the foregoing, an approval shall not be deemed granted if the approval requires an action by City Council and the City Council has not acted.

The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"Approval" has the meaning given in Section 10.13 (*Approvals; Further Documents, and Actions*).

"Abandon" means the permanent termination of service, or the removal of an existing City Facility or portion of it.

"ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the Design and Construction and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

"Advanced Conceptual Engineering" means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Annual Work Plan" means an annual work plan prepared and agreed by LACMTA and the City in accordance with Section 2.2 (*Annual Work Plan*).

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

"Basis of Design" means, with respect to any Rearrangements, the scope, criteria, specifications and requirements (including requirements of the FEIR) for those Rearrangements agreed by LACMTA and the City as at the date of issuance by LACMTA of the procurement documents for a construction manager/general contractor for the NoHo to Pasadena Project, as described in Section 1.1(c)(ii) (Scope of Agreement).

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

(a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or

(b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

(i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the NoHo to Pasadena Project;

(ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 6 (*Design Requirements*) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (*City Standards*);

(iii) measures to mitigate environmental impacts identified in the NoHo to Pasadena Project's Final Environmental Impact Report and any supplemental environmental reports for the NoHo to Pasadena Project;

(iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and

(v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the Basis of Design.

"City" is defined in the Preamble. "City" shall also refer to any City owned or operated **"water"** and/or **"power"** departments.

"City Betterment Request" means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 5 (*Betterments*) and in the form set out in Part B of EXHIBIT 11 (*Forms*).

"City Construction Work" means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Contractor" means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

"City Design Work" means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Facility" means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

"City Maintenance Work" means any maintenance work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the provisions of this Agreement.

"City Municipal Code" means the Burbank Municipal Code and the Burbank City Charter.

"City Portion" means that portion of the NoHo to Pasadena Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B of EXHIBIT 3 (*Project Site*).

"City Representative" is defined in Section 2.1(b) (*Governance*).

"City Standards" means the City's design standards and ordinances and City-owned Utility rules and regulations which govern the design of all Rearrangements, as specified in EXHIBIT 6 (*Design Requirements*) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (*City Standards*) of this Agreement.

"Compliance Comment" means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

(a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance

with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or

(b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal.

"Conflicting Facility" means an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the NoHo to Pasadena Project.

"Construction" means all construction activities related to the City Portion that are necessary to complete and operate and maintain the NoHo to Pasadena Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"Construction Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Construction Staging Plan" has the meaning given in EXHIBIT 8 (*Construction Requirements*).

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 7 (*Reimbursement and Credits*) where:

(a) eligible direct costs include allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;

(b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and

(c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

"days" means, unless otherwise stated and whether or not capitalized, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third-party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

"Design Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Dispute" is defined in Article 9 (*Resolution of Disputes*).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"Engineer of Record" means the individual, firm or entity that performs the Design, that imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

"Expired Service Life Value" is defined in Section 7.2(a)(iii)(A) (*Reimbursements and Credits to LACMTA*).

"Final Acceptance" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Final Design" means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"Final Environmental Impact Report" or **"FEIR"** means the final environmental impact report for the NoHo to Pasadena Project completed pursuant to the California Environmental Quality Act and certified by the LACMTA Board of Directors on April 28, 2022.

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

(a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;

(b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;

(c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;

(d) any fire, explosion, unusually adverse weather, flood or earthquakes;

(e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;

(f) any riot or civil commotion;

(g) any blockade or embargo;

(h) epidemic, pandemic or quarantine; or

(i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of EXHIBIT 11 (*Forms*).

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer or constructor (as applicable) seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted construction standards and criteria normally used on similar projects in the State of California, and engaged in the same type of undertaking in the United States under similar circumstances and conditions.

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Fiscal Year" means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"LACMTA Notice of Potential Betterment" means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 5 (*Betterments*) and in the form set out in Part C of EXHIBIT 11 (*Forms*).

"LACMTA Representative" is defined in Section 2.1(b) (*Governance*).

"LACMTA Submittal Review Period" means, for each LACMTA Submittal, a period of 30 days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"LACMTA Submittals" means:

(a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);

(b) Construction Management Plans for Construction work performed by LACMTA or a LACMTA Contractor within the Public Rights-of-Way; and

(c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City in accordance with this Agreement.

"NoHo to Pasadena Project" means the design and construction of a new bus rapid transit line known as the North Hollywood to Pasadena Transit Corridor Project, as more fully described in EXHIBIT 1 (*Project Description*) and the FEIR.

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Operation and Maintenance Phase" means the phase of the NoHo to Pasadena Project identified as such in EXHIBIT 2 (*Project Phases and Project Schedule*).

"Package" means each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Project Meeting" means any Project Meeting, meeting, working session, over the shoulder review meeting, or other workshop or meeting convened by LACMTA as described in Section 2.1(d) (*Governance*).

"Project Right-of-Way" means the physical limits for the Design and Construction of the NoHo to Pasadena Project, as identified in Part A of EXHIBIT 3 (*Project Site*), or as notified by LACMTA to the City and compliant with the FEIR and any supplemental environmental reports for the NoHo to Pasadena Project, during the Design and Construction Phases.

"Project Schedule" means the schedule for the NoHo to Pasadena Project including the City Portion set out in Part B of EXHIBIT 2 (*Project Phases and Project Schedule*), as may be amended by a notice from LACMTA to the City or otherwise by an amendment to this Agreement.

"Project Site" means, collectively, the Project Right-of-Way and each temporary construction easement for the NoHo to Pasadena Project, as identified in Part A of EXHIBIT 3 (*Project Site*).

"Public Rights-of-Way" means the public streets, highways, bridges, parks and other public rights-of-way within the City.

"Punch List" means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items which remain to be completed after Substantial Completion as agreed by the Parties and listed in the applicable Statement of Substantial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement.

"Rearrangement" means the work of:

(a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the NoHo to Pasadena Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the NoHo to Pasadena Project; or

(b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the NoHo to Pasadena Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary as a result of the impact of the construction of the NoHo to Pasadena Project.

"Replacement Facility" means a facility, which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

"Statement of Final Acceptance" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Statement of Substantial Completion" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Substantial Completion" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Substantial Completion Correction List" has the meaning given in EXHIBIT 9 (*Inspection and Acceptance Procedure*).

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

"Term" is defined in Section 1.2 (*Duration of Agreement*).

"Traffic Control and Lighting Work" has the meaning given in EXHIBIT 6 (*Design Requirements*).

"Traffic Management Plan" means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways.

"Utility Adjustment" means a relocation (temporary or permanent), abandonment, protection-in-place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to affect a condition equal to the existing Utility facilities and excluding any Betterments.

"Utility Conflict" means an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain the NoHo to Pasadena Project in compliance with the FEIR and subject to Section 2.5(a) (*Permits*), Applicable Law.

"Work Order" means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the NoHo to Pasadena Project and the associated purchase of required materials.

11.2 **Interpretation**

(a) In this Agreement unless otherwise expressly stated:

(i) headings are for convenience only and do not affect interpretation;

(ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;

(iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);

(iv) subject to Section 11.2(a)(v) (*Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

(v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vi) a reference to a person includes such person's permitted successors and assigns;

(vii) a reference to a singular word includes the plural and vice versa (as the context may require);

(viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;

(ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and

(x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: Teddy Low
Teddy Low
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 *et seq.* of the California Public Utilities Code

By:
Name: Stephanie Wiggins
Its: Chief Executive Officer

APPROVED AS TO FORM

Joseph McDougall,
City Attorney

By:
Name: Lisa Kurihara
Sr. Assistant City Attorney

ATTEST
By: Kimberley Clark
Name: KIMBERLEY CLARK
City Clerk

"CITY"

CITY OF BURBANK,
a California municipal corporation

By:
Name:
Its: City Manager (or designee)

EXHIBIT 1 – PROJECT DESCRIPTION

The NoHo to Pasadena Project is a new bus rapid transit (BRT) system that will provide a BRT service connecting several cities and communities between the San Fernando and San Gabriel Valleys. From west to east, the route traverses the communities of North Hollywood (in the City of Los Angeles), Burbank, Glendale, Eagle Rock (in the City of Los Angeles) and Pasadena. The NoHo to Pasadena Project will operate along a combination of local roadways and freeway sections with various configurations of mixed-flow and dedicated bus lanes depending on location.

The 19-mile BRT corridor serves as a key regional connection between the San Fernando and San Gabriel Valleys. Each community has dense residential populations and many cultural, entertainment, shopping, and employment areas throughout, including the NoHo Arts District, Burbank Media District, Glendale Galleria, Americana at Brand, Eagle Rock Plaza, and Old Pasadena to be served by 22 stations included in the Project. The Project will offer a premium transit service connecting to these destinations with an estimated end-to-end travel time of approximately 70 minutes. This compares with an existing travel time of approximately 2 hours using a combination of existing bus lines such as 180, 92, 155, and 224. Additionally, the Project will greatly enhance service reliability by separating buses from the fluctuating traffic congestion, resulting in more consistent run times. The Project will also maintain its faster travel times and reliability even as traffic congestion continues to worsen over time. Further, the BRT will also include additional features that will enhance the customer experience. The NoHo to Pasadena Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. As a result, the Project is anticipated to attract approximately 30,000 daily riders when it opens.

In addition, to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the NoHo to Pasadena Project include:

1. Advance a premium transit service that is more competitive with auto travel.
2. Improve accessibility for disadvantaged communities.
3. Improve transit access to major activity and employment centers.
4. Enhance connectivity to LACMTA and other regional transit services.
5. Provide improved passenger comfort and convenience.
6. Support community plans and transit-oriented community goal.

EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

Part A: Phases

As at the date of this Agreement, the phasing and time periods for the NoHo to Pasadena Project is anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

PHASE	KEY ACTIVITIES
Planning & Advanced Conceptual Engineering Phase To Q3 2023	Key activities include: • Preparation of the draft environmental impact report and the FEIR (complete). • Certification of the FEIR (achieved on April 28, 2022). • Preparation of Advanced Conceptual Engineering.
Design Phase Q2 2023 to Q1 2025	Key activities include: • Agreement by the Parties of any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. • Procurement of the LACMTA Contractor to perform the Design work. • Engineering and Design Development by LACMTA and the applicable LACMTA Contractor through to Final Design. • Design review and support services provided by the City in accordance with this Agreement. • Procurement of the LACMTA Contractor to perform Design review, preconstruction services, and the Construction work.
Construction Phase Q4 2024/ Q1 2025 to Q1 2027	Key activities include: • Construction of the NoHo to Pasadena Project (including any Rearrangements). • Inspection, Substantial Completion, and Final Acceptance.
Operation and Maintenance Phase From Q1 2027	Key activities include: • Operation of passenger service. • Maintenance of the NoHo to Pasadena Project.

Part B: Project Schedule

As at the date of this Agreement, the schedule for the NoHo to Pasadena Project is anticipated to be as set out in this Part B. However, this schedule is subject to change, with any changes as notified by LACMTA to the City or otherwise incorporated in an amendment of this Agreement.

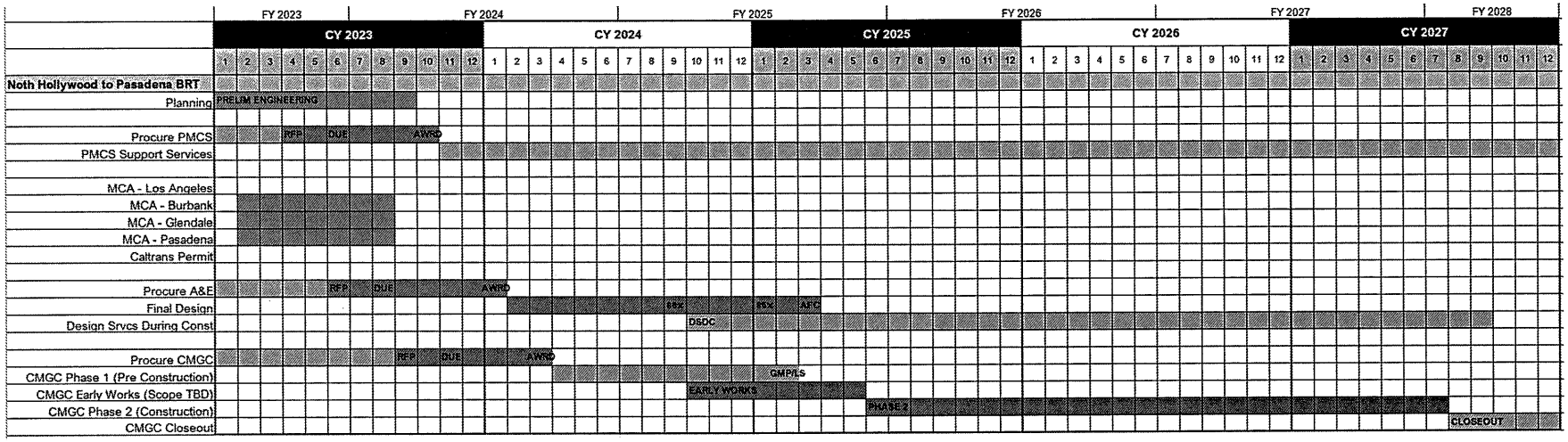
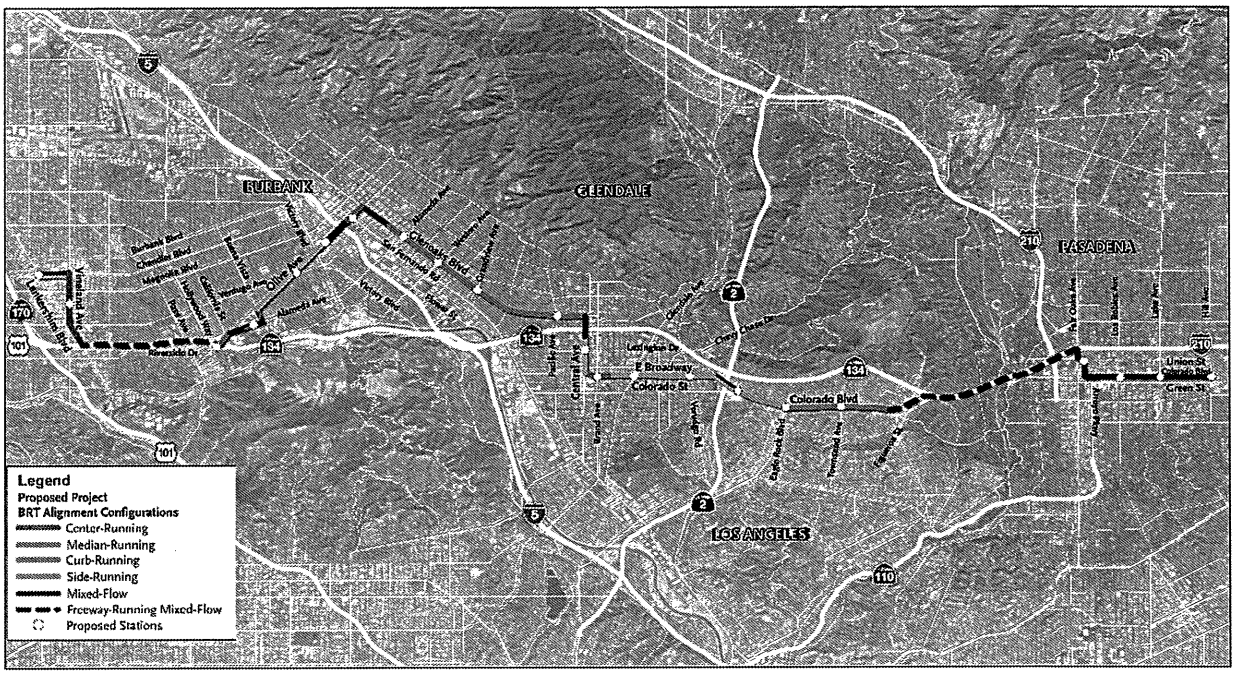


EXHIBIT 3– PROJECT SITE

Part A: NoHo to Pasadena Project Site



Part B: City Portion

The drawing depicting the City Portion will be as notified by LACMTA to the City or otherwise incorporated in an amendment of this Agreement.

Part C: Physical Limits of the Project Work

Prior to the establishment of the Basis of Design, LACMTA and the City will meet in good faith to define and agree the physical limits of the structures and elements of the NoHo to Pasadena Project Work (including with respect to bus charger masts and bus stops and canopies/shelters) that LACMTA owns and maintains, or will own or maintain.

In agreeing to such physical limits, LACMTA and the City will take into consideration the intended operation and maintenance roles and responsibilities, as described under EXHIBIT 10 (*Operation and Maintenance Principles*).

EXHIBIT 4 – ROLES AND RESPONSIBILITIES

Part A: LACMTA Representative and City Representative

The initial designations of the LACMTA Representative and City Representative are as follows:

LACMTA Representative	LACMTA Program Management or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
City Representative	City Manager or his/her designee

Part B: Summary of Key Roles and Responsibilities

Phase	LACMTA / LACMTA Contractors	City
General	Performing all of LACMTA's obligations under this Agreement and ensuring that the LACMTA Contractors comply with the provisions of this Agreement.	Performing all of City's obligations under this Agreement and ensuring that the City Contractors comply with the provisions of this Agreement.
Planning and Advanced Conceptual Engineering Phase	Managing the planning process and preparing all environmental documents including the FEIR. Preparing Advanced Conceptual Engineering for the NoHo to Pasadena Project.	Providing support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion.
Design Phase	Discussing and identifying any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. Preparing the procurement documents and managing the procurement of the LACMTA Contractors for the Design work and the Construction work. In the case of the LACMTA Contractor responsible for the Design work: • defining its design management plan; and • preparing and submitting the Design for the NoHo to Pasadena Project to the City to the extent required by this Agreement, up to and including Final Design stage.	Discussing and identifying any Design work and/or Construction work to be performed by the City (including any City-Performed Project Work) in accordance with Sections 3.1(b) (*Design Responsibilities*) and 4.1(b) (*Construction Responsibilities*) of this Agreement. Continuing to provide support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion. Reviewing and approving Designs submitted to it in accordance with agreed procedures. Performing any other Design-related obligations under any Work Orders. Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion to the extent set out in this Agreement.

Phase	LACMTA / LACMTA Contractors	City
	Monitoring the performance of the LACMTA Contractors.	
Construction Phase	In the case of the LACMTA Contractor responsible for the Construction work, performing the Construction work in accordance with the Final Designs, the provisions of its LACMTA Contract and the provisions of this Agreement. Monitoring the performance of the LACMTA Contractors.	Performing its Construction-related obligations under any Work Orders. Coordinating Adjacent Work, City Construction Work and City Maintenance Work.
Operation and Maintenance Phase	Operating and maintaining the NoHo to Pasadena Project, including performing any operation and maintenance work allocated to LACMTA under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under Article 6 (*Operation and Maintenance*)).	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under Article 6 (*Operation and Maintenance*)) and coordinating maintenance work and Adjacent Work with LACMTA and any LACMTA Contractor(s).

Part C: Issue Resolution and Decision-Making

The following City staff or its designees shall be responsible for coordinating among the applicable City departments and divisions as necessary to make the designated decision or approval.

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works, Director of Community Development	Spearhead council approvals. **Level 2** decision makers for the purposes of the issue resolution ladder described below.	LACMTA Deputy Chief Program Management.
Director of Public Works, City Engineer, Director of Community Development, Assistant CD Director, Transportation	Approve all final Construction plans and related documents as required by this Agreement. Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters. CA Professional Engineer Registration **Level 1** decision makers for the purposes of the issue resolution ladder described below.	LACMTA Senior Executive Officer or designated LACMTA Project Manager.
City Engineer or City designated Project Manager or equivalent designated representative(s)	Provide Construction support as specified in this Agreement. Manage assigned resources and coordinate interactions between the City and LACMTA and the LACMTA Contractors as it relates to Construction support. Provide independent quality assurance (IQA) functions.	LACMTA designated Project Manager (Executive Officer or Deputy Executive Officer) or designated Construction Manager (Deputy Executive

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
		Officer or Senior Director).
City Public Works Permit Division Head or equivalent designated representative(s)	Oversee and coordinate all plan reviews as specified in this Agreement. Manage and coordinate interaction of the City with LACMTA and the LACMTA Contractors as it relates to Design review and comment resolution. Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements. Skilled in change management and expedited approvals.	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant construction manager, and LACMTA Third Party Admin Dept Project Lead (Civil).
City Traffic Engineer or equivalent designated representative(s)	Approve all worksite traffic control plans and any final design documents pertaining to both permanent and temporary traffic controls (signals, striping, WATCH lane closures, MUTCD restrictions, etc.).	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant construction manager, LACMTA Third Party Admin Dept Project Lead (Civil) and traffic engineering consultants.

Issues between the Parties that arise with respect to the NoHo to Pasadena Project under this Agreement that cannot be resolved at the working level will be escalated by the Parties for resolution as follows:

1. If the issue is unresolved at the working level for 20 days (or such other period as is expressly set out in this Agreement with respect to the relevant issue) commencing on the date when LACMTA or the City first identifies the issue to the other in a meeting (as documented in meeting minutes) or in an email notification to the other marked "Issue for Resolution" and describing the issue or difference and the background to it (together with any supporting information), then on the 21st day (or the first day after the applicable period as is expressly set out in this Agreement with respect to the relevant issue):

    a. the applicable LACMTA team member described in the table above will escalate the issue to the LACMTA level 1 decision maker identified in the table above; and

    b. the applicable City team member described in the table above will escalate the issue to the City level 1 decision maker identified in the table above,

    in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The level 1 decision maker from LACMTA and the City will then meet within ten days of being notified of the issue to attempt in good faith to resolve the issue.

2. If the level 1 decision makers are unable to resolve the issue within ten days of being notified of the issue:

    a. the LACMTA level 1 decision maker will escalate the issue to LACMTA's level 2 decision maker identified in the table above; and

b. the City level 1 decision maker will escalate the issue to the City's level 2 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The level 2 decision makers from LACMTA and the City will then meet within ten days of being notified of the issue to attempt in good faith to resolve the issue.

3. If the level 2 decision makers are unable to resolve the issue within 20 days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (*Resolution of Disputes*).

Any meetings of the level 1 or level 2 decision makers may be held in person or via videoconference or teleconference. Any resolution of an issue agreed by the Parties will be documented by the Parties in writing and any amendments to this Agreement agreed by the Parties as part of the resolution will be documented in accordance with Section 10.7 (*Amendments*) of this Agreement. To the extent that the LACMTA Representative or City Representative is not also a level 1 or level 2 decision maker, each Party is responsible for ensuring that its representative is notified of any issue escalation and of any resolution reached.

EXHIBIT 5 – UTILITY ADJUSTMENT PROCEDURES

LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City Portion:

1. **Identification of Utility Conflicts**

1.1 The City will coordinate and cooperate with LACMTA in providing any locational data or other information already in its possession regarding the location of Utilities within the City Portion.

1.2 LACMTA will identify Utility Conflicts within the City Portion and deliver a list of the identified Utility Conflicts to the City, including:

(a) City-owned Utilities; and

(b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be completed. The City acknowledges and agrees that identification of Utility Conflicts within the City Portion will be an iterative process and that LACMTA may deliver more than one list of identified Utility Conflicts for each Project and may update the list of identified Utility Conflicts, during all phases of the NoHo to Pasadena Project.

2. **Interface with City-owned Utility Owner**

2.1 The Parties agree to cooperate and coordinate on the Rearrangement of City-owned Utilities within the Public Rights-of-Way. Except to the extent of any Utility Design or Construction work requested to be performed by LACMTA, the City-owned power Utility shall be responsible for the Design and Construction of power Utility Adjustments for City-owned Utilities.

2.2 Unless otherwise agreed, LACMTA will be responsible for the Design and Construction of water Utility Adjustments for the City-owned water Utility.

2.3 Within 20 days of delivery of a Utility Conflict identification list under Section 1.2(a) (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed to by the Parties), the Parties will meet to:

(a) verify that all City-owned Utility conflicts have been identified;

(b) discuss any additional locational data and other information required regarding the Utility;

(c) identify the LACMTA and City points-of-contact for each conflicting Utility;

(d) agree on timing for the Utility Adjustments, the applicable City Standards and coordination of the schedule for Construction with LACMTA's Project Schedule; and

(e) discuss the Design Documentation that the City-owned Utility shall prepare for the 65%, 85% and 100% Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to ensure the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the NoHo to Pasadena Project.

2.4 LACMTA shall reimburse the City-owned Utility for agreed upon Costs to perform any Utility Adjustments, Design, Design support, other Design-related activities and/or Construction work in accordance with the terms of this Agreement. A Form 60 submitted by the City-owned Utility for the Utility Adjustments or any work related to the Utility Adjustments shall estimate the total effort required for the City-owned Utility to perform the Design, Design support, other Design-related activities and/or Construction work and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the

Design, Design support, other Design-related activities and/or Construction work under a Work Order in accordance with the terms of that Work Order and this Agreement.

3. **Interface with Private Utility Owner**

3.1 Promptly following delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (and in the case of Section 3.2(a) below, within 10 days of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed by the Parties)), for each Utility Conflict that has been identified, the City will:

(a) review any applicable franchise agreement and identify in a Notice to LACMTA (attaching any applicable franchise agreements and any other supporting documentation) the following terms under any applicable franchise agreement:

(i) the process to have the Utility owner perform the required Utility Adjustment (including any notices to be delivered);

(ii) procedures to obtain further locational data or other information regarding the Utilities;

(iii) responsibility for costs for the required Utility Adjustment;

(iv) timeframes for the required Utility Adjustment; and

(v) constraints or limitations on the City's ability to exercise its franchise rights for the purposes of Utility Adjustments to address a Utility Conflict within the City Portion; and

(b) exercise any rights under any applicable franchise agreement or Applicable Law to obtain locational data and other information regarding the Utilities within the City Portion and shall provide any and all such information received from the Utility owner to LACMTA.

3.2 Within 20 days of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5 (or such longer time period as may be agreed to by the Parties), LACMTA and the City will meet to:

(a) review the information provided by the City under Section 3.1 (*Interface with Private Utility Owner*) of this EXHIBIT 5 and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;

(b) consider any real property rights held by LACMTA in the City Portion to be raised and addressed with the Utility owner;

(c) identify the LACMTA and City points-of-contact for each other and the applicable Utility owners with conflicting Utilities; and

(d) where a Utility Conflict has been identified, discuss and agree timing and approach and roles and responsibilities under this Exhibit including identifying:

(i) whether the City will be requested to exercise franchise rights; and

(ii) if the City will not be requested to exercise its franchise rights, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

3.3 Following each such meeting, LACMTA and the City will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this EXHIBIT 5 in minutes signed by each Party. Following identification of Utility Conflicts within the City Portion under Section 1 (*Identification of Utility Conflicts*) of this EXHIBIT 5 and agreement of the activities, roles and responsibilities under Section 3.2 (*Interface with Private Utility Owner*) of this EXHIBIT 5:

(a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement:

(i) within 10 days of receipt of a written request from LACMTA (or such longer time period as may be agreed to by the Parties) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense;

(ii) LACMTA with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the City point-of-contact will lead the Utility Conflict and Utility Adjustment discussions (including schedule expectations in accordance with the Project Schedule for the City Portion and cost reimbursement expectations), with the assistance of LACMTA;

(iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);

(iv) within the time periods required under the applicable local, state and/or federal government codes, the City will send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s) (including any utility claim letters, record of investigations, draft utility agreements and/or utility certifications);

(v) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City Portion prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;

(vi) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered to the City in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the NoHo to Pasadena Project, with a copy to LACMTA. If a Utility owner fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);

(vii) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

(viii) LACMTA with the support of the City as necessary, shall request that each applicable Utility owner prepare 65%, 85% and 100% Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to be performed by that Utility owner;

(ix) the City shall exercise its rights under the terms of the franchise agreement or otherwise under Applicable Law to coordinate the Design of the Utility Adjustment with the Design for the City Portion and ensure that the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the City Portion, including ensuring that the Utility owner delivers or the City shall otherwise deliver promptly

upon receipt from the Utility owner, copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs (including the final Designs) and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or approval of a Utility owner's Design under this EXHIBIT 5 will not relieve the relevant Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors and

(x) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility owner, LACMTA with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law shall) shall:

(A) enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the NoHo to Pasadena Project;

(B) assist in coordinating the Utility owner's schedule for Construction with LACMTA's Project Schedule and shall otherwise require that the Utility owner comply with Section 2.6 (*Coordination of Work*) of this Agreement with respect to the coordination of the Utility Adjustment work;

(C) ensure all costs for that Design and Construction work are incurred solely in conformance with the terms of any applicable franchise agreement or Applicable Law;

(D) undertake inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs;

(E) invite LACMTA to inspect all such Utility Adjustments together with the City; and

(F) if requested by LACMTA, the City will undertake subsequent enforcement actions to enforce its franchise rights with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this EXHIBIT 5 provided that Section 2.7 (*Utility Adjustments*) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and further provided that to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City Portion and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 8.1 (*Indemnity*) of this Agreement will apply. If requested by LACMTA, the City will suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City Portion; or

(b) for any other Utility Conflict, the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City Portion in a timely manner including:

(i) If requested by LACMTA, attending meetings with the Utility owners;

(ii) notifying LACMTA of any other Utility works requested by the City for City projects unrelated to the City Portion and coordinating any such other Utility adjustments with LACMTA; and

(iii) providing LACMTA with all information available to the City regarding Utility Conflicts or potential Utility Conflicts.

EXHIBIT 6– DESIGN REQUIREMENTS

1. GENERAL DESIGN CRITERIA

Any Design work for any Rearrangements shall be performed in accordance with:

(a) the Design requirements set out in this EXHIBIT 6 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and

(b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (*City Standards*) of this Agreement, the City Standards.

2. CITY STANDARDS

The Parties agree that for the purposes of this Agreement, the **"City Standards"** will be those City design standards and ordinances, City-owned Utility rules and regulations, notified by the City to LACMTA, or otherwise incorporated in an amendment of this Agreement in accordance with Section 3.5 (*City Standards*) of this Agreement. The City Standards include, in each case subject to and in accordance with Section 3.5 (*City Standards*) of this Agreement:

(a) Complete Streets Objective Design Standards;

(b) Burbank Water and Power Rules and Regulations;

(c) City of Burbank Public Works Standard Plans;

(d) Objective standards codified in the City Municipal Code;

(e) Standard Specifications for Public Works Construction 2012 Edition (Greenbook), 2012 Edition (unless otherwise specified by the City) and related Standard Plans;

(f) California Manual on Uniform Traffic Control Devices – latest edition (unless otherwise specified by the City); and

(g) Caltrans Standard Plans and Specifications (for traffic signal design only) - latest edition (unless otherwise specified by the City).

3. SPECIFIC DESIGN REQUIREMENTS FOR REARRANGEMENTS

3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed.

3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees in the Project Site, which are not being removed by LACMTA, shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced by LACMTA, if the City elects and right-of-way is available. All landscaping changes shall be coordinated with the City's Urban Forestry Section. Replacement work shall be in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA. LACMTA shall prepare the Landscape Replacement Study in accordance with the FEIR Mitigation Monitoring and Reporting Program. Recycled water shall be used for landscaping to the furthest extent reasonably practicable.

3.3 **Traffic Control Devices and Lighting Systems**. If a Rearrangement requires the removal and reinstallation, or modification of existing or installation of new traffic control devices or lighting systems (**"Traffic Control and Lighting Work"**), then LACMTA must obtain the City's approval of LACMTA's Design for the Traffic Control and Lighting Work (which consent may not be unreasonably delayed or withheld).

3.4 **Private Projections in Public Ways**. If LACMTA determines that a private projection in, over or under any City Facilities or the Public Rights-of-Way must be removed to accommodate the NoHo to Pasadena Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to affect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.

3.5 **City Communications Facilities**. The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

4. **PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

(a) prepare and submit all Design Documentation to the City:

(i) in Packages in accordance with the schedule under the applicable design management plan defined by LACMTA and/or the applicable LACMTA Contractor and notified to the City (as may be updated and notified to the City from time to time); and

(ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;

(b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement and highlights any material amendments made since any earlier submittal of that Design Documentation;

(c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and

(d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.

EXHIBIT 7 – LACMTA SUBMITTAL REVIEW PROCEDURE

1. **GENERAL**

1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where reasonably possible, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.

1.2 The procedures set out in this EXHIBIT 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

2. **REVIEW PROCEDURE**

2.1 The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within 10 days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably based on the preliminary review) that the LACMTA Submittal submitted is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such ten-day period, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.

2.2 The City shall (or must require that the relevant City Contractor) within the LACMTA Submittal Review Period:

(a) review the LACMTA Submittal; and

(b) notify LACMTA and the relevant LACMTA Contractor (if applicable) that it:

(i) approves the LACMTA Submittal; or

(ii) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.

2.3 All Compliance Comments shall be transmitted in the form of a comment matrix, through the LACMTA 'Quality Management Oversight' database or through another equivalent format (in each case, as notified and provided by LACMTA) and shall be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.

2.4 If no comments are received within the LACMTA Submittal Review Period (or such longer time period as may be agreed to by the Parties), the LACMTA Submittal shall be deemed complete and approved by the City.

2.5 The Parties acknowledge that the LACMTA Submittal review process set out in this EXHIBIT 7 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the submittal / shop drawing review schedules specified in any standards referenced in this Agreement.

3. **GROUNDS FOR OBJECTION OR COMMENT**

3.1 The City will only be entitled to reject a LACMTA Submittal under Article 2 (*Review Procedure*) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.

3.2 If the City rejects a LACMTA Submittal in accordance with Article 2 (*Review Procedure*) of this EXHIBIT 7, LACMTA must (or must require that the relevant LACMTA Contractor):

(a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or

(b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (*Betterments*) of this Agreement shall apply.

3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.

3.4 The City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

4. NO COMMENCEMENT OF CONSTRUCTION WORK

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon a LACMTA Submittal until LACMTA (or a LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 7 and:

(a) within ten days of receiving a Notice from LACMTA (or the relevant LACMTA Contractor (as applicable)) that the City failed to respond to a LACMTA Submittal within the relevant LACMTA Submittal Review Period (or any such longer time period agreed to by the Parties), the City fails to respond to such LACMTA Submittal; or

(b) the City has notified LACMTA (and the relevant LACMTA Contractor (as applicable)) that it approves such LACMTA Submittal.

EXHIBIT 8 – CONSTRUCTION REQUIREMENTS

1. GENERAL REQUIREMENTS

(a) Any Construction work for any Rearrangements or the City Portion to be performed within the Public Rights-of-Way shall be performed in accordance with:

(i) in the case of any Rearrangements, the approved Final Design (including any changes agreed under Section 3.6 (*Changes to Design*) of this Agreement);

(ii) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (*City Standards*) of this Agreement, the City Standards;

(iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and

(iv) all other Construction requirements set out in this EXHIBIT 8 or otherwise under the provisions of this Agreement and any relevant Work Order (if applicable).

(b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notifications to the affected communities prior to and during Construction complying with the FEIR. LACMTA will coordinate its outreach with the City's Public Information Office, as needed.

(c) LACMTA is responsible for ensuring that any LACMTA Contractors performing Construction work for the Rearrangements, in the Public Rights-of-Way, or on City-owned property have obtained all performance and payment bonds required under Applicable Law.

2. WORKING HOURS

Construction hours shall comply with the City Municipal Code and the holiday moratorium shall be observed in accordance with the City Municipal Code. Notwithstanding, the Parties acknowledge that extended working hours may be necessary to facilitate Construction of the City Portion. If a change is required to the working hours, the Parties will discuss in good faith extended working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors and agree to such change as appropriate.

3. HAUL ROUTES

The Parties will agree haul routes reasonably necessary to facilitate Construction, operation and maintenance of the City Portion. If a change is required to an agreed haul route, the Parties will negotiate in good faith to agree such change. The City Permits issued to LACMTA or LACMTA Contractor will include provisions for maintenance and cleaning of the haul routes.

4. INTERRUPTIONS

(a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of the City services. The Parties will agree a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.

(b) LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

5. CONSTRUCTION STAGING PLANS

5.1 General Requirements

(a) LACMTA or the LACMTA Contractors shall develop a construction staging plan (**"Construction Staging Plan"**) for any Construction work to be performed within the Public Rights-of-Way. The Staging Plan shall be reviewed and approved by the City.

(b) The City acknowledges that the Construction work to be performed by LACMTA or the LACMTA Contractors within the Public Rights-of-Way is intended to be performed progressively under multiple contractual packages and the Construction Staging Plans described in this EXHIBIT 8 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

(c) A Construction Staging Plan shall provide, among other things, for:

(i) the handling of vehicular, bicycle, pedestrian and transit traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);

(ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians, bicyclists and vehicular and transit traffic as described in the worksite traffic control plans; and

(iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

(d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian, vehicular, transit, and bicycle safety), and functionality (including public and business access and circulation).

5.2 Specific Requirements – Street Lighting Systems

LACMTA or the LACMTA Contractors shall develop street lighting Construction Staging Plans, which shall provide, among other things, for:

(a) the safety and security at nighttime of vehicular, pedestrian, transit, and bicycle traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and

(b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

5.3 Specific Requirements – Traffic Management Plan

(a) LACMTA and the City may agree that a street, highway, bridge or the other Public Rights-of-Way shall be temporarily closed for the necessity and convenience of the Construction of the NoHo to Pasadena Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans.

(b) A traffic control plan developed using the California Manual on Uniform Traffic Control Devices shall be provided for all traffic control plans and submittal.

(c) The City's Publics Works Traffic Division staff involved in the review and approval process shall facilitate the City's internal approvals regarding peak hour exemptions, holiday moratoriums, changes to existing parking restrictions in the work zone, night work, and noise variances.

(d) Any Traffic Management Plan must include a requirement that LACMTA or LACMTA Contractor shall be responsible for notifying all transit providers of any street closure that affects transit routes or Construction that affects transit stops.

5.4 **Review and Implementation of Construction Staging Plans**

(a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

(b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

(c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been either approved (or deemed approved) under EXHIBIT 7 (*LACMTA Submittal Review Procedure*).

6. **WORK IN STREETS**

6.1 **General Requirements**

(a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the City 14 days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way. All full or directional street closures shall require a minimum 14-day notification.

(b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be comprised by such work.

(c) If LACMTA or a LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

6.2 **Traffic Control and Lighting**

LACMTA must provide the City prior Notice before conducting the Traffic Control and Lighting Work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption.

6.3 **City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7. TEMPORARY STREET CLOSURES

Upon notification of a proposed temporary street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and shall establish the necessary conditions for the closures. LACMTA shall be responsible for any reasonable Costs associated with a requested street closure.

8. TEMPORARY FACILITIES

8.1 LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the NoHo to Pasadena Project (including Rearrangements). In accordance with Section4.3(c) (*Rights-of-Way*) of this Agreement, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to construct the City Portion. This shall include considering reasonable requests by LACMTA for LACMTA or its designee to use lands owned or controlled by the City for, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

9. UNDERGROUND SERVICE ALERT

Prior to any commencement of underground work by either Party, an "Underground Service Alert" shall be notified in accordance with California law by such Party or its contractor.

10. ENVIRONMENTAL CONTROLS

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination and use of 'Best Management Practices'.

11. SALVAGED MATERIALS

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

12. **AS-BUILT DRAWINGS**

12.1 LACMTA and the City shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and the City, respectively, during Construction. Red line mark-ups for temporary lighting systems, traffic signal systems, and other the City Facilities shall be submitted to the City and LACMTA within 15 days after completion of Construction. All Design changes shall be documented on RFI/RFC forms. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 75 days after completion of such work for each set of plans.

12.2 LACMTA and the City agree to provide the other with electronic files and full-size paper hard copies of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

EXHIBIT 9 – INSPECTION AND ACCEPTANCE PROCEDURE

1. **Substantial Completion**

1.1 The following requirements must be satisfied to achieve substantial completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole) ("**Substantial Completion**"):

(a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance;

(b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items); and

(c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement.

1.2 If LACMTA considers that the requirements for Substantial Completion of a Rearrangement (or the applicable part of the Rearrangement) have been satisfied in accordance with Section 1.1 (*Substantial Completion*) of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Substantial Completion in the form set out as Attachment 1 to this EXHIBIT 9. LACMTA may issue a Notice under this Section 1.2 notwithstanding that there are known Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, provided that LACMTA's Notice shall include the list of proposed Punch List items.

1.3 Within ten days (or such longer time period as may be agreed to by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Substantial Completion, the City's designated final inspector ("City Inspector") and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion and to agree the list of Punch List items.

1.4 Within 2 days (or such longer time period as may be agreed to by the Parties) of completion of the inspection of the applicable part of the Rearrangement, the City will either:

(a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as Substantially Complete in accordance with the terms of this Agreement subject to any agreed Punch List items and the work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, issue a Statement of Substantial Completion, together with the Punch List items agreed by LACMTA and the City following inspection of the Rearrangement (or applicable part of the Rearrangement); or

(b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) has not yet achieved Substantial Completion in accordance with the terms of this Agreement, reject by Notice LACMTA's request, together with a list of the corrections required to complete the Rearrangement (or applicable part of the Rearrangement) in accordance with the terms of this Agreement ("**Substantial Completion Correction List**"). Punch List items or outstanding work that is otherwise only required to be performed under this agreement for the purposes of achieving Final Acceptance, will not be a sufficient basis for rejecting a request for a Statement of Substantial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).

1.5 If the City rejects a request for a Statement of Substantial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Substantial Completion Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Substantial Completion.

1.6 Promptly after issuance of a Statement of Substantial Completion, LACMTA (or the LACMTA Contractors) will complete all work items on the Punch List attached to the Statement of Substantial Completion and satisfy all of its other obligations under this Agreement required to be completed before final acceptance for that Rearrangement, including submittal of applicable "as-built" drawings for that Rearrangement.

1.7 If LACMTA does not agree with the City Inspector's rejection of a request for a Statement of Substantial Completion or the corrections listed by the City Inspector under a Substantial Completion Correction List or if the Parties are unable to agree on the Punch List items, the matter will be referred to the issue resolution ladder under EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

2. **Statement of Final Acceptance**

2.1 The following requirements must be satisfied to achieve Final Acceptance of a Rearrangement (**"Final Acceptance"**):

(a) the entire work for that Rearrangement is fully completed;

(b) all Punch List items for that Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted) are completed; and

(c) LACMTA (or the applicable LACMTA Contractor) has delivered all "as-built" drawings for the Rearrangement.

2.2 If LACMTA considers that the requirements for Final Acceptance of a Rearrangement have been satisfied in accordance with Section 2.1 of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Final Acceptance.

2.3 Within ten days (or such longer time period as may be agreed to by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Final Acceptance, the City Inspector and LACMTA will together inspect the Rearrangement to determine its status of completion.

2.4 Within two days (or such longer time period as may be agreed to by the Parties) of completion of the inspection of the applicable part of the Rearrangement, the City will either:

(a) if the City accepts that the requirements for Final Acceptance of the Rearrangement have been achieved, issue a Statement of Final Acceptance; or

(b) if the City determines that the requirements for Final Acceptance of the Rearrangement have not been achieved, reject by Notice LACMTA's request, together with a list of the corrections required to satisfy the requirements for Final Acceptance of the Rearrangement in accordance with the terms of this Agreement (**"Final Acceptance Correction List"**).

2.5 If the City rejects a request for a Statement of Final Acceptance for a Rearrangement, LACMTA shall perform the corrections set out under the Final Acceptance Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Final Acceptance.

2.6 If LACMTA does not agree with the corrections listed by the City Inspector under a Final Acceptance Correction List, the matter will be referred to the issue resolution ladder set out in EXHIBIT 4 (*Roles and Responsibilities*) of this Agreement.

3. **Responsibility to Complete the Work**

3.1 Where a Statement of Substantial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.

3.2 The issuance of a Statement of Substantial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the work for the Punch List items and to promptly

remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Substantial Completion in accordance with the warranties under Section 8.2 (*Warranty*) of this Agreement.

3.3 Until a Statement of Substantial Completion is issued for a Rearrangement (or the applicable part of it), all responsibility for care and maintenance of the Rearrangement (or the applicable part of it) shall be borne by LACMTA. The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) under a Statement of Substantial Completion upon issuance of that Statement of Substantial Completion except that:

(a) in accordance with Sections 3.1 and 3.2 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of the Rearrangement and to satisfy the conditions to Final Acceptance of that Rearrangement; and

(b) responsibility and liability will remain with LACMTA to the extent of the warranties under Section 8.2 (*Warranty*) of this Agreement.

3.4 To the extent that LACMTA (or a LACMTA Contractor) fails to leave the Public Rights-of-Way in a clean, neat, and orderly condition upon completion of the Rearrangements and with all Temporary Facilities removed and the area restored in accordance with Section 8 (*Temporary Facilities*) of EXHIBIT 8 (*Construction Requirements*), the City may by Notice to LACMTA suspend LACMTA's obligation to perform such clean-up and restoration activities and perform the clean-up and restoration activities utilizing City personnel or City Contractor. To the extent the City takes over such clean-up and restoration activities, LACMTA shall reimburse the City for Costs properly incurred in performing such clean-up activities pursuant to a Work Order agreed under Section 2.3 (*Work Orders*) of this Agreement or otherwise under Section 8.1 (*Indemnity*) of this Agreement.

EXHIBIT 10 - OPERATION AND MAINTENANCE PRINCIPLES

1. PRIMARY RESPONSIBILITIES

1.1 LACMTA (directly or through the LACMTA Contractors) will be responsible for the operation and maintenance of the NoHo to Pasadena Project.

1.2 The City (directly or through the City Contractors) will be responsible for:

(a) the maintenance of all City Facilities within the Public Rights-of-Way including trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, lights, signals, City loops, striping, signage, irrigation, bio swales and landscape; and

(b) operation of the traffic signal system within the jurisdiction and control of the City.

1.3 As described in Article 6 (*Operation and Maintenance*) of the Agreement, the City and LACMTA will discuss in good faith and agree the detailed operation and maintenance responsibilities of each of the Parties, including with respect to the following:

(a) dedicated bus lane policy particulars and enforcement;

(b) bus positions and route info on stations shared with City local buses;

(c) TSP equipment maintenance and adjustments;

(d) pavement maintenance; and

(e) striping maintenance.

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software on the City Portion without notification to and coordination with LACMTA.

2. MAINTENANCE OF THE CITY PORTION

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the Public Rights-of-Way and conform to all of the City's permitting requirements for the submittal, review, and approval of temporary traffic control plans, use of Public Rights-of-Way, or any other activity requiring a permit or license in accordance with the City use of public property permit process and application and requirements for traffic control plans. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance with the California Manual on Uniform Traffic Control Devices. All City staff costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

3. UTILITY CONTRACTS

The City will provide electric and water service and service restoration in accordance with the City-owned Utility rules and regulations.

EXHIBIT 11–FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):			Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Home office address					
Division(s) and Locations where Work is to be performed			LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	**Direct Labor**	**Est. Hours**	**Rate Per Hour**	**Est. Cost**	**TOTAL**
2.		0.00	$0.00	$0.00	
3.		0.00	$0.00	$0.00	
4.		0.00	$0.00	$0.00	
5.	**TOTAL DIRECT LABOR HOURS**	**0.00**		**TOTAL DIRECT LABOR**	**$0.00**
6.	**Labor Overhead (O/H)**	**O/H Rate**	**x Base**	**Est. Cost**	
7.		0%		$0.00	
8.				**TOTAL LABOR OVERHEAD**	**$0.00**
9.	**Direct Material**			**Est. Cost**	
10.	**a. Purchase Parts**			$0.00	
11.	**b. Subcontracted items**			$0.00	
12.	**c. Other**			$0.00	
13.				**TOTAL DIRECT MATERIAL**	**$0.00**
14.	**Equipment**		**Unit Cost**	**Est. Cost**	
15.			$0.00	$0.00	
16.			$0.00	$0.00	
17.				**TOTAL EQUIPMENT**	**$0.00**
18.	**Subcontractors***			**Est. Cost**	
19.				$0.00	
20.				$0.00	
21.				$0.00	
22.				**TOTAL SUBCONTRACTORS**	**$0.00**
23.				**TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)**	**$0.00**
24.	**Other Direct Costs**			**Est. Cost**	
25.				$0.00	
26.				$0.00	
27.				$0.00	
28.				**TOTAL OTHER DIRECT COSTS**	**$0.00**
29.	**Travel**			**Est. Cost**	
30.	**a. Transportation**			$0.00	
31.	**b. Per Diem or Subsistence**			$0.00	
32.				**TOTAL TRAVEL**	**$0.00**
33.	**General and Administrative Expense**	**Rate %**	**% x Line 23**		
34.		0%		$0.00	
35.				**TOTAL GENERAL AND ADMINISTRATIVE EXPENSE**	**$0.00**
36.				**TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)**	**$0.00**
37.	**Profit/Fee**	**Total Labor and Overhead (line 5 + line 8)**	**Rate %**	**% x Total Labor and Overhead**	
38.			0%	$0.00	
39.				**TOTAL FEE**	**$0.00**
40.				**TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)**	**$0.00**

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount	
42.					$0.00	
43.					$0.00	
44.					$0.00	
45.		**TOTAL MILESTONES/TASKS (Must equal line 40)**				**$0.00**
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.					
46.	Fill in applicable sections only					

47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.

48.a. Agency Name/Address	48.b. Individual to contact/Telephone Number

49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.
51. CERTIFICATE
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.
52. CERTIFICATE OF CURRENT COST OR PRICING DATA
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.

54. Type Name and Title of Authorized Representative	Signature	Date***

55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).

Form 60 Attachments (Applicable if Box is checked)	
	Scope of Work Expanded Description for which Cost Estimate is based on:
1	
2	
3	

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
	The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:
1	
2	
3	
4	
	Track Allocation Request for Metro active bus rapid right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

Part B - City Betterment Request Form[1]

CITY BETTERMENT REQUEST

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: City of Burbank (City)

Subject Scope/ Scope Element: _____

Project: NoHo to Pasadena Project (Project)

Pursuant to the cooperative agreement (CA) between the City and LACMTA with respect to the Project, this shall serve as a formal Notice that the following design and/or construction scope is requested to be delivered as a Betterment as defined within the CA.

Scope of requested Betterment:

_____

_____

The determination of the Betterment is based on the CA and the following justification:

_____

_____

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date:_____

_____

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the CA on the basis that the Betterment is:

   - ☐ incompatible with the Project;
   - ☐ cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
   - ☐ requested after establishment of the Basis of Design for the Subject Transportation Project.

---

[1] Please refer to Article 6. This is the form that would be used for the City to identify/request the design and construction of Betterments at its cost. You will see that the form also incorporates responses from LACMTA, approving or rejecting the Betterment and providing an estimated cost. The reasons for rejecting a Betterment listed here are aligned with the provisions of Article 6.

2. approves the Betterment in accordance with the CA subject to the following changes or terms as negotiated with the City (if none, enter "none"): An estimated cost is listed below:

   Design Costs: $_____ Construction Costs: $_____

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

Date: _____

The City accepts the amendments or additional terms agreed and listed above and the design and construction cost estimates for the Betterment. The City acknowledges and agrees that in accordance with the terms of the CA, the City shall be solely responsible for all costs related to the Betterment (whether or not such costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date: _____

Part C – LACMTA Notice of Potential Betterment[2]

Date: _____

To: City of Burbank (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

Project: NoHo to Pasadena Project (Project)

Pursuant to the cooperative agreement (CA) between the City and LACMTA, this shall serve as a formal Notice the following City comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined within the CA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

_____

_____

The City comment or request has been identified as a potential Betterment based on the Agreement and the following justification:

- ❑ if implemented, the City comment or request would comprise an upgrade, change or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the CA apply; or

- ❑ If implemented, the City comment or request would comprise a change in or supplement to, the City Standards applicable to that work after the establishment of the Basis of Design and none of the exclusions listed in the CA apply.

Details:_____

_____

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 5 (*Betterments*) of the CA, if the City fails to respond within 10 days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 5 (*Betterments*) of the CA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

Date: _____

---

[2] Please refer to Article 6. This is the form that would be used by LACMTA if it identifies a City request or comment as a potential Betterment. The reasons for identifying a City request or comment as a potential Betterment listed in the form are intended to align with the definition of Betterment. It also includes a response form from the City, withdrawing the comment or enclosing a City Betterment Request.

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- ☐ withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment; or

- ☐ submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 5 (*Betterments*) of the CA and for this purpose encloses a completed City Betterment Request.

CITY OF BURBANK

By:_____

Name: _____

Title: _____

Date: _____

EXHIBIT 12 – CITY-PERFORMED PROJECT WORK

1. **Request for the City to Perform Design and/or Construction work**

1.1 In accordance with Sections 3.1(b)(ii) (*Design Responsibilities*) and 4.1(b)(ii) (*Construction Responsibilities*) of this Agreement, LACMTA may request by Notice that the City prepare a cost estimate and proposal for the City to perform Design work and/or Construction work with respect to the City Portion of the NoHo to Pasadena (rather than a Rearrangement) (**"City-Performed Project Work"**). The request submitted by LACMTA shall set out:

(a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work including with respect to Utility Conflicts (taking account of the information identified and agreements reached under EXHIBIT 5 (*Utility Adjustment Procedures*));

(b) any prescribed governmental and lender requirements applicable to the proposed City-Performed Project Work under applicable grant, funding or financing agreements; and

(c) the then current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Promptly (and in any event within 15 days or any other time period agreed by the Parties) after submission of a Notice by LACMTA under Section 1.1 above, the Parties will meet to discuss the request and following such meeting the City will, within 15 days of that meeting, Notify LACMTA if it is not able to perform or procure the City-Performed Project Work or will otherwise, within 30 days of that meeting, provide LACMTA with:

(a) the City's estimate for the Cost of procuring and performing the City-Performed Project Work; and

(b) any City comments to the proposed scope, criteria, specifications, requirements, and schedule for the City-Performed Project Work.

1.3 The Parties will discuss in good faith the cost estimate and comments submitted by the City and mutually agree the scope, criteria, specifications, requirements, cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the City will submit a Form 60 in accordance with Section 2.3 (*Work Orders*) of this Agreement, and following agreement of the Parties, LACMTA will issue a Work Order authorizing the procurement of the City-Performed Project Work.

2. **Schedule for the City-Performed Project Work**

2.1 The schedule agreed by the Parties for the procurement and performance of any City-Performed Project Work will be aligned with, and allow for, the timely delivery of the City Portion in accordance with the Project Schedule.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay and the estimated impact to the agreed schedule.

3. **Constructability Reviews of Designs for the City-Performed Project Work**

Where the City-Performed Project Work for a Project includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized under a Work Order, the City or a City Contractor (if included as part of a procurement under Article 4 (*Procurement of City-Performed Project Work*) of this EXHIBIT 12) will perform Design support services prior to commencing the City-Performed Project Work, including performing constructability reviews.

4. **Procurement of City-Performed Project Work**

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

(a) on the basis of full and open competition;

(b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;

(c) in accordance with the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement;

(d) in accordance with the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s); and

(e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (*Governmental and Lender Requirements*) of this Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft procurement documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft procurement documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree the form of procurement documents to be issued by the City. If the Parties are unable to agree the form of procurement documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.4 below.

4.3 LACMTA shall have the right to require a minimum number of bids or proposals, to review the bids or proposals received, and to approve the recommendation for contract award prior to presentation to the City Council for award. The City agrees that it shall not present a contract for any part of City-Performed Project Work for to the City Council for award until the bidder or proposer proposed for award has been approved by LACMTA.

4.4 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals, if received at the time of withdrawal, provided that LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

5. **Performance of City-Performed Project Work**

5.1 After review and approval of any contract award under Article 4 (*Procurement of City-Performed Project Work*) of this EXHIBIT 12 and the City's submission of a Form 60 in accordance with Section 2.3 (*Work Orders*) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

(a) in the case of any Construction work, the Final Design for the City-Performed Project Work that is approved-for-construction;

(b) the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;

(c) the environmental controls established in the LACMTA Contracts for the NoHo to Pasadena Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;

(d) the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s);

(e) Good Industry Practice;

(f) the Project Right-of-Way constraints and other physical limits affecting the City Portion; and

(g) the FEIR and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (*Governmental and Lender Requirements*) of this Agreement.

5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law and Good Industry Practice.

5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and the LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

5.5 The City will obtain LACMTA's approval for any modifications to any City Contract for City-Performed Project Work and in any event shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such a Cost increase under Section 2.3 (*Work Orders*) of this Agreement.

6. **Inspection**

All City-Performed Project Work will be subject to inspection in accordance with the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

7. **Debarred Contractors**

In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law and will act on information related to any debarred contractor in accordance with Applicable Law.

Attachment 2 – Project Alignment

Figure 1: Project Alignment – Pass Ave / SR-134 Ramps to Buena Vista St. / Olive Ave.

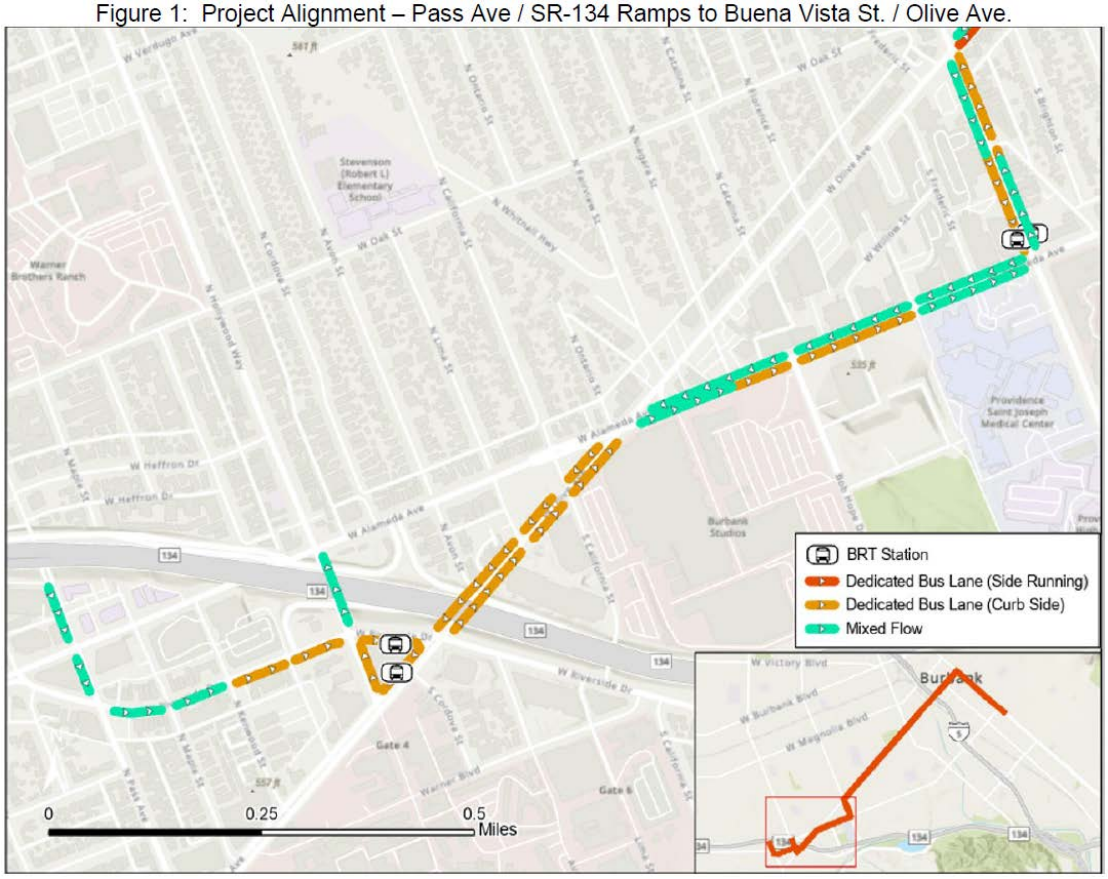


Figure 2: Project Alignment – Buena Vista St. / Olive Avenue to Lake St. / Olive Ave.



Figure 3: Project Alignment –Lake St. / Olive Ave. to Glenoaks Blvd. / Alameda Ave.



STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: January 27, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director, Planning
David Kriske, Assistant Community Development Director, Transportation
Scott Plambaeck, Planning Manager
BY: Amanda Landry, Principal Planner
Greg Mirza-Avakyan, Senior Planner
Marcos Fuentes, Senior Transportation Planner

SUBJECT: Discussion of Senate Bill 79 (SB 79) and its Potential Impacts on the City of Burbank

RECOMMENDATION

1. Direct staff to pursue clean-up language for SB 79 via the legislative process and coordination with applicable State representatives.
2. Direct staff to continue to pursue discussions with the Southern California Association of Governments (SCAG) regarding the official SB 79 eligibility maps and with Metro regarding potential impacts to the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT).
3. Direct the Community Development Department (CDD) staff to revise/update the housing development process to ensure timely and efficient processing of housing development applications, consistent with SB 79.

EXECUTIVE SUMMARY

Senate Bill 79 (SB 79) is a recently enacted state law (Attachment 1) that was signed by the Governor on October 10, 2025 and takes effect on July 1, 2026. SB 79 is intended to facilitate transit-oriented housing development by establishing new development standards near qualifying transit facilities and is expected to have broad implications for local land use planning. Staff anticipates that SB 79 may present significant challenges

related to development intensity, utilities, infrastructure, capacity and environmental review, and may introduce additional complexity to ongoing planning efforts. These newly imposed impacts will result in significant environmental concerns that need to be analyzed and considered under the California Environmental Quality Act (CEQA) wherever it applies. SB 79, as with any newly introduced state-imposed mandates to local planning efforts, introduces a potential new layer of complexity to the Specific Plans currently in development.

This report provides an overview of SB 79, its current and potential future applicability in Burbank, possible implications on City planning efforts, and staff's recommended next steps. As the law has generated significant discussion and has a likely potential for future amendment, the analysis in this report is speculative and based on assumptions which may later be proven false or change. Staff will return to the Council with additional analysis as the law's meaning is clarified but recommends at this time that the City Council direct staff to continue to pursue legislative clarification and engage with SCAG and Metro about SB 79's application.

BACKGROUND

Broadly, SB 79 facilitates transit-oriented development by allowing a housing development within a specified radius of an existing or proposed major transit-oriented development (TOD) stop, on a qualifying site zoned for residential, mixed, or commercial development. In addition, SB 79 also creates two "Tiers" of transit stops, depending on the level of and type of transit service, and prescribes minimum densities and heights to each.

Transit Oriented Development Stop Definition

SB 79 defines two tiers of TOD stops:

- Tier 1: Within an urban transit county (meaning a county with more than 15 passenger rail stations) served by heavy rail transit or very high frequency commuter rail.
- Tier 2: (excluding Tier 1) Within an urban transit county served by light rail transit, high-frequency commuter rail, or by Bus Rapid Transit (as defined in Public Resources Code Section 21060.2).

Possible TOD Exclusions

SB 79 includes limited disqualifying criteria that are only applicable in certain circumstances including within Very High Fire Hazard Severity Zones (VHFHSZ). The map in Attachment 2 identifies relevant excluded areas in Burbank.

Other Relevant Qualifying Criteria

To qualify for SB 79, a project must:

- Be in a county with at least 16 passenger rail stations;
- Be sited on a property where residential, mixed, or commercial uses are allowed;
- Be within one-half mile of a TOD Stop;
- Include at least five residential units to meet the Housing Accountability Act (HAA) definition of a "housing development project" (Gov. Code Section 65589.5) including other relevant qualifying square footage or affordability requirements;
- Meet a minimum density of 30 dwelling units per acre (du/ac) or comply with the minimum density set by applicable local zoning, whichever is greater;
- Limit the average total floor space for units to 1,750 net habitable square feet;
- Comply with state law regarding the demolition of protected housing units; and
- Comply with local demolition/anti-displacement ordinances and inclusionary zoning, provided such requirements do not preclude SB 79's standards.

SB 79 Limitations

SB 79 also establishes several limitations:

- May not include any hotel or similar uses.
- SB 79 projects cannot require the demolition of rent-controlled or price-controlled housing if there are (or were) more than two units on the project site and the units (i) have been occupied within the past seven years or (ii) were demolished within seven years before a development application is submitted.
- Projects must comply with anti-displacement requirements under the Housing Crisis Act of 2019 (Gov. Code § 66300.6), and any and all local implementation program, and anti-displacement standards.
- Projects near airports must meet additional requirements regarding height, noise, and safety standards.
- Projects exceeding 85 feet in height must meet prevailing wage requirements, and additional "skilled and trained workforce" requirements may apply.
- Ministerial vs. Discretionary – SB 79 allows applicants to submit housing development applications through the City's local (typically discretionary) entitlement process, or through the SB 35/SB 423 State-streamlined ministerial approval process (requires all workforce requirements of SB 35/SB 423 regardless of height).

Other Relevant Provisions of SB 79

SB 79 mandates that eligible housing developments be permitted up to the maximum height, density and floor area ratios prescribed by the bill. Housing projects are eligible for increased density, height and floor area if they are within one-half mile of a qualifying transit stop, with additional benefits for projects within one-quarter mile. Additional

benefits arise with the quality and frequency of service. Base height and density allowances are summarized in the table below:

TOD Stop	Proximity Zone	Max Height	Max Density
Tier 1 TOD Stop	Adjacent	95 feet	160 du/ac
	Within ¼ Mile	75 feet	120 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	65 feet	100 du/ac
Tier 2 TOD Stop	Adjacent	85 feet	140 du/ac
	Within ¼ Mile	65 feet	100 du/ac
	Between ¼ and ½ Mile (in cities with population >35,000)	55 feet	80 du/ac

"Adjacent" means within 200 feet of any pedestrian access point to a TOD stop.

- Projects that qualify for SB 79's increased density may use the "base density" to receive a density bonus, waiver or concession under State Density Bonus Law (SDBL). SB 79 projects that qualify for one or more additional incentives and concessions under SDBL, depending on the income level of affordable housing provided. However, unlike regular SDBL projects, local governments are not required to grant SDBL waivers or concessions to exceed SB 79's height limits.

- A project meeting the requirements of SB 79, as well as applicable local standards that do not alone or in concert prevent achieving SB 79's standards, is deemed consistent with local standards, policies, plans and ordinances applicable to the project for purposes of the HAA, notwithstanding any contrary local standards. Beginning Jan. 1, 2027, a local government that denies a SB 79 project located in defined "high-resource"[1] areas would be presumed in violation of the HAA and liable for penalties pursuant to the HAA.

- Although SB 79 does not itself create a specific CEQA-exempt ministerial approval process, such projects may qualify for streamlining under SB 35 with lower affordability obligations. Where SB 79 projects do not qualify for SB 35's CEQA-exempt process, other CEQA exemptions may apply.

[1] A "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the Department of Housing and Community Development.

SB 79 Application Processing

Developers electing to utilize SB 79 for a housing development project at a qualifying location have the option to use a local entitlement process or choose the streamlined ministerial review process established in SB 35/SB 423. In Burbank, the local entitlement process would include, at a minimum, Development Review (DR), and depending on the overall scope of the project, may also require an Administrative Use Permit (AUP). DR is administrative level discretionary review, by CDD Director (Director) and includes public notification and a community meeting. Through DR, a project is reviewed for consistency with all applicable objective development standards, and conditions of approval may be imposed to ensure compliance with said standards.

An AUP is a discretionary review, with the Director serving as the review authority. The process includes public notification, and if appealed, a public hearing before the Planning Commission. Through the AUP process, a project is reviewed for consistency with all applicable objective development standards and for its ability to satisfy established "findings", necessary for approval. Conditions of approval may be imposed to ensure compliance with applicable objective development standards or all that required findings can be made.

The SB 35/SB 423 process provides a state-mandated streamlined ministerial review of housing projects, which meet specified eligibility criteria, including, but not limited to, environmental screening, affordability requirements, and workforce programs that include, among other things, the requirement to pay prevailing wage to construction workers. The SB 35/SB 423 process includes an initial step of submitting a Notice of Intent to submit an application, and consultations with California Native American Tribes. Like the DR process, the Director serves as the approving authority. There is less public oversight, and projects must be approved if consistent with applicable objective development standards. A developer chooses which application to submit based upon many factors.

SB 79 vs Other State Mandated Streamlined Ministerial Reviews

While SB 79 shares some common features, with other existing State land use laws intended to facilitate the development of housing, such as SB 35/SB 423 and AB 2011, there are some significant differences. A comparison is included in Attachment 3.

Penalties for Non-Compliance

Beginning January 1, 2027, a local government that denies a qualifying SB 79 housing development project located in a "high-resource area" shall be presumed to be in violation of the HAA and immediately liable for penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5 of the Government Code, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

A City that fails to approve housing development projects, or process applications timely, in accordance with the state housing laws, are also subject to the following penalties:

- De-certification of the 2021-2029 Housing Element
- Builders remedy
- City-wide development restrictions
- Legal challenges

Related Ongoing Legislative Actions – SB 677

In January 2025, Senator Wiener introduced SB 677 as a "clean-up" bill for SB 79. Proposed amendments do not appear to significantly modify the impacts of SB 79 on the City. However, staff is collaborating with Emanuels Jones and Associates to craft specific feedback to the state legislators regarding additional amendments, such as clarification on site eligibility, differentiation between residential and non-residential FAR, and additional definitions specifically related to the BRT

DISCUSSION

In discussions with the neighboring jurisdictions of Glendale and Pasadena on the impacts of SB 79, staff believe the current version of the law could result in significant impacts to the City's land use planning, infrastructure, and the Metro BRT project as detailed below.

Location of TOD Stops in Burbank

Staff has evaluated transit facilities within the City using the law's definitions, service thresholds, and operational criteria for qualifying Tier 1 and Tier 2 TOD stops and determined that there are no Tier 1 stops in Burbank and that there are currently present or have the potential to be present within the City three transit stops that do or would qualify as SB 79 Tier 2 TOD stops (Attachment 4):

1. The Downtown Burbank Metrolink Station[2], which meets the statutory threshold for high-frequency commuter rail service (a rail link operating at least 48 trains per day in both directions; and
2. The future BRT stops[3] at Glenoaks Boulevard and Alameda Avenue, which are planned to operate with dedicated transit lanes and peak-period service frequencies consistent with Tier 2 requirements.

Two additional future BRT stops – at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 Tier 2 TOD

[2] Increased train frequency serving the Station could upgrade this Tier 2 stop to a Tier 1 TOD stop, subject to timing, funding, and implementation.
[3] Note that all BRT stops were planned and evaluated in the absence of SB 79, which presents new information and a substantial change to the BRT project along with potential significant and unavoidable impact on infrastructure anticipated with its invitation to housing development growth.

stops but remain contingent on future action (designation of full time bus lanes) as well as interpretation of current SB 79 language, for BRT service, and likely require additional environmental review to consider SB 79's impacts.

All other existing City Metrolink stations, bus stops and proposed BRT stops likely do not meet the required service thresholds or operate in conditions that satisfy the statute's TOD stop definitions. However, SB 79 provides that transit facilities may qualify as TOD stops if they are in existence by July 1, 2026, or are identified in an applicable Regional Transportation Improvement Program (RTIP). In this context, Metrolink's SCORE Program plans to increase service on the Antelope Valley and Ventura County lines to 30-minute headways by 2028. If these increased service goals are met, two additional Tier 2 TOD stops could be established around the Burbank Airport South and North Metrolink Stations.

SB 79 requires SCAG, as the region's designated Metropolitan Planning Organization (MPO), to prepare and publish the official regional map identifying all qualifying TOD stops and their respective tier classifications. The City's analysis and identification of qualifying TOD stops presented above reflects staff's current interpretation of SB 79 based on available statutory definitions, service data, and planned transit improvements, and is subject to refinement upon publication of SCAG's official mapping. City staff will need to coordinate with SCAG staff to ensure a consistent understanding of SB 79's TOD definitions, service criteria, and applicability within the City, particularly in relation to the BRT project, which requires a detailed understanding of the project's design to determine whether a BRT stop qualifies. A draft map depicting land use and zoning conditions within half- and quarter-mile around the TOD stops are included as Attachment 5.

Potential Impacts and Implications of SB 79 in TOD Areas

Qualifying TOD stops establish a half-mile radius within which eligible residential, commercial, and mixed-use sites could allow development projects subject to the statute's zoning standards and development incentives. Within a half mile of Burbank's qualifying Tier 2 TOD stops, specifically the Downtown Burbank Metrolink Station and the Glenoaks Boulevard/Alameda Avenue BRT stops, there are just under 3,000 parcels. Of these, 1,304 parcels are within a quarter mile of a Tier 2 TOD stop, and 124 parcels are directly adjacent to pedestrian access points serving a Tier 2 TOD stop. Of the residentially zoned parcels within these TOD areas, fewer than 300 parcels are zoned exclusively for single-family residential use, with an average parcel size of approximately 7,000 square feet. Many of the remaining parcels are zoned Industrial. Most Industrially zoned sites do not allow housing by-right; therefore, any housing project in these zones would require a state-mandated approval process under SB 35/SB 423, which requires prevailing wage and other workforce standards that significantly increase cost. In addition, the existing General Plan allowable density in some industrially zoned areas near TOD stops is already higher (87 units/acre) than the half mile required density under SB 79 (80

units/acre). Under SB 79, only a few parcels east of the 5 would see a marginal increase in density under SB 79.

If the two additional BRT stops at Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue were to qualify as TOD stops, the number of affected parcels would increase primarily in the Media District, within a half mile of the westbound stop at Hollywood Way / Olive Avenue, and in the Hillside area, within a half-mile of the BRT stop at San Fernando Boulevard/Olive Avenue.

BRT Project and SB 79

As discussed, several potential SB 79 Tier 2 sites rely on the design and construction of the BRT project, Metro's planned east–west transit corridor extending approximately 18 miles between the North Hollywood B Line / G Line Metro Station and the A Line in Pasadena, passing through the cities of Los Angeles, Burbank, Glendale, and Pasadena. BRT is high-capacity bus transit that offers fewer stops and speed improvements over a traditional route. Unlike many regional transit projects operating in dedicated right of way, the project uses local street right of way for operations and stations.

Metro's proposed project alignment generally runs along Olive Avenue between the Burbank Media District and Downtown Burbank before continuing east to Glendale and Pasadena via Glenoaks Blvd. The BRT plan includes six stations in Burbank. To achieve higher speeds and capacities, BRT can operate in dedicated bus lanes as well as mixed-flow with regular traffic; in Burbank, Metro's proposed route is to operate in both configurations. BRT is currently in the design phase, with construction activities estimated to begin sometime in 2026, with the entire BRT set to be operational in late 2027.

In the context of SB 79, BRT is a bus service within an urban transit county, that operates in full-time dedicated bus lanes or within a separate right-of-way dedicated to public transportation and provides peak-period service at intervals of 15 minutes or less during the morning and afternoon commute periods. As such, staff's understanding is that some of the BRT stops planned for Burbank *could* qualify as SB 79 TOD Tier 2 stops, and depending on whether the stops are served by dedicated bus lanes or mixed flow operations. One stop at Glenoaks Boulevard / Alameda Avenue intersection *would* qualify as a TOD stop because it is served by dedicated bus lanes. However, two other stops – at the intersections of Hollywood Way / Olive Avenue and San Fernando Boulevard / Olive Avenue – *may* qualify as TOD stops because bus lanes terminate at or near the stations but don't provide full bus lane service. Three additional stops in Burbank would not qualify as TOD stops because the bus would operate in mixed-flow lanes. The final determination of whether a transit stop in Los Angeles County is considered a TOD stop is made by SCAG.

Given that the planned BRT project may introduce previously unconsidered qualifying TOD stops within the City of Burbank based primarily on whether bus lanes are constructed or not, and because, unlike a rail transit stop, bus lanes are easily designated and removed based on the ongoing operation of a street, the City should actively engage with SCAG, Metro, and its state legislative delegation to seek further clarity on how BRT will be applied in Burbank based on the fact that bus lanes are planned to be implemented sporadically in Burbank and not across the entire BRT project. The City may even wish to consider lobbying for legislation to clarify and potentially remove BRT's that operate on city streets in painted bus lanes from consideration as qualifying SB 79 transit corridors altogether, since the purpose of the legislation is to increase housing density along dedicated transit corridors that are presumed to remain fixed in place, rather than on corridors whose operational characteristics and transit advantages could be compromised through simple striping changes to city roadways in the future.

Further, SB 79–driven development potential associated with the BRT alignment is a substantial change to the circumstances under which the BRT is being undertaken, and new information which was not known and could not have been known at the time the Final Environmental Impact Report was certified as complete. As such, this new development potential was not evaluated by Metro as part of its Environmental Impact Report for the project, cumulative impacts related to increased residential development, particularly with respect to transportation operations, utilities, public services, and other City infrastructure, were not previously analyzed and may create significant adverse impacts on City systems. As a Responsible Agency under CEQA, the City is required to predicate further project approvals in City rights of way on additional environmental review to incorporate the land use changes presented by SB 79 should it apply.

Metro is aware of the potential impacts that the application of SB 79 will would create on the BRT project, including the need for a subsequent environmental review pursuant to CEQA, discussed below. Staff will continue to engage Metro on this issue.

Impact on Current Land Use Planning Projects

In addition to potential BRT impacts, SB 79 may affect current and future City land use planning efforts, including the ongoing Specific Plans.

Media District Specific Plan (MDSP) Update

The MDSP is nearing completion and includes a set of objective development standards that promote contextual design, streamline the development of housing and encourage transit-oriented development. The MDSP land use strategy focuses most residential and non-residential development away from lower scaled neighborhood and in areas where there is, or may be, transit opportunities. This general strategy is consistent with the purpose and intent of SB 79, albeit with lower maximum density and intensity. In addition to establishing objective development standards and facilitating the development of

housing and a robust economy, the MDSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. SB 79 does not change the community's vision, nor undermine the work done to date. An important feature of the MDSP is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developer's perspective.

Downtown TOD Specific Plan (DTODSP) Project

The DTODSP Project is currently in process and will provide a framework for introducing new housing at all levels of affordability, outline strategies for improving the bicycle and pedestrian networks, and develop objective standards for future development in Downtown Burbank. The DTODSP land use strategy focuses new residential and non-residential development in the downtown core, to the east of the Burbank Downtown Metrolink Station, either maintaining the existing 87 du/acre residential development potential or proposing a 110 du/acre residential development potential on key sites, such as within the Burbank Town Center or along the First Street corridor. This general strategy is consistent with the purpose and intent of SB 79. In addition to establishing objective development standards and facilitating the development of housing and a robust economy, the DTODSP will allow the City to respond to new transit opportunities, like the BRT, however it is not reliant or contingent on it, and is intended to facilitate opportunities for development that are consistent with the community's vision for the area. With respect to the potential for developers to utilize SB 79, an important feature of the DTODSP Update is the inclusion of policies and implementation actions that would incentivize the use of the local regulations and process, over the use of a state option, such as a streamlined ministerial review or SB 79, which may have conditions associated with them that make projects financially or practically infeasible from a developers perspective.

Golden State Specific Plan (GSSP)

The Golden State Specific Plan (GSSP) is currently in progress and is intended to provide a comprehensive policy and regulatory framework for future development and mobility improvements in one of the City's employment and transit-oriented areas. Consistent with the *Burbank2035* General Plan, the GSSP focuses growth in proximity to major transit assets, including two Metrolink stations, the Hollywood-Burbank Airport, and a potential High-Speed Rail station, while limiting changes to established residential neighborhoods and accounting for airport-related land use constraints. The GSSP includes a proposed land use strategy and objective development standards that facilitate housing at a range of affordability levels, support a balanced mix of residential, commercial, and industrial uses, and promote connectivity for vehicles, pedestrians, and bicyclists. This overall approach is consistent with the purpose and intent of SB 79, though calibrated to reflect

local conditions, infrastructure capacity, and community vision. Like other City specific plans, the GSSP is anticipated to include policies and implementation actions that incentivize development under the City's local regulatory framework, rather than reliance on state-level options such as SB 79, which may impose conditions that could limit project feasibility or constrain the City's ability to ensure development aligns with community objectives and long-term planning goals.

CEQA Considerations

The environmental review undertaken for the BRT project did not consider any changes to local zoning or land uses such as may be applied to certain stops under SB 79. If aspects of the BRT lane configuration and station placements trigger dramatic increases in residential densities and building heights, worsening potentially significant adverse impacts to utility systems, infrastructure, and services, subsequent environmental review will be necessary. SB 79's relevance to the BRT would be a substantial change to the circumstances under which it is undertaken.

Environmental reports for the BRT were circulated in 2020 and approved in 2022 but were limited to analyzing the operation of a bus rapid transit service and stations within existing City roadways. No environmental impacts were assessed related to SB 79 eligible development containing supercharged residential densities within one-half mile of a TOD stop that could be developed starting July 2026. As such, the enactment and potential application of SB 79 to the BRT is a substantial change to the circumstances under which the BRT is being undertaken, and new information, which was not known and could not have been known at the time the environmental impact report was certified as complete.

Aside from the BRT, CDD and CAO staff are also evaluating but have not determined whether the application of SB 79 in specific plan areas needs further CEQA analysis.

Possible Land Use Planning Alternatives

Based upon the current understanding of the law and its local application, staff believes the following options are available in response to SB 79:

Maintain Status Quo and Continue to Pursue Legislative Clarification

This option does not require an ordinance to rezone affected areas, though properties zoned for residential, mixed, or commercial use falling within half- and quarter-mile of a Tier 1 or Tier 2 TOD stop will automatically be eligible to use SB 79's state-mandated height and density. The City will not be able to exempt any properties beyond the limitations set by SB 79 criteria (see "SB 79 Limitations" above). Staff can anticipate which properties may be SB 79 eligible, and SB 79 could result in the addition of a significant number of potential units within the affected areas.

This option maintains ongoing land use planning efforts and enables the City to effectively respond to housing development projects submitted under SB 79 by utilizing existing City regulations and objective development standards. This will allow the City to immediately respond to housing development project applications submitted on day one (July 1, 2026) using current staffing and tools. SB 79 adds to the myriad state housing law review timelines, and this option will help the City avoid the significant associated consequences of failing to meet those deadlines. This option would be enhanced by more direct coordination between staff reviewing housing development projects. Under this option, staff will continue to pursue legislative responses to local concerns. Staff has a list of comprehensive amendments or clarifications necessary to address local concerns and is currently working with California Public Policy Group to communicate these concerns to the appropriate representatives. This option is the least disruptive to the City's current ongoing efforts to complete Specific Plans in a timely fashion.

Adopt an "Alternative Plan"

SB 79 specifies that local governments may implement an alternative plan adopted through the Housing Element (HE), a program to implement the HE, a Specific Plan, Zoning Overlay or Ordinance to address its provisions. Requirements for such alternative plans are listed in Attachment 6.

The Alternative Plan option allows for an extended exemption (until the following housing element cycle which would begin in 2029) of certain properties from SB 79 eligibility; however, the criteria for exemption are quite narrow. Single-Family zoning would still need to be upzoned to at least 50% of the SB 79 density, unless located in the VHFSZ. An advantage of this option is that it can temporarily minimize the added SB 79 density in low-density and single-family neighborhoods; however, that density must redistributed to other parts of the SB 79 coverage area, which may require difficult Council decisions. Furthermore, this option requires permanent rezoning of the properties in question, which may present challenges if the state law on this matter changes again. Lastly, this option requires the City to restart the analysis of the proposed densities in the Specific Plan areas, an effort that will delay the expected adoption of the Specific Plans by at least six-months, if not longer, at an unknown cost.

Adopt a "Simple" Local Ordinance

A simple local ordinance with fewer exemptions than the Alternative Plan is an option if a community does not have existing objective standards for residential and mixed-use development in nonresidential zones, and extensive pedestrian infrastructure, including near transit stops. As such, this option is not beneficial to Burbank at this time, as the City has these features.

Adopt a "Delayed Effectuation" Local Ordinance

Local governments may choose to adopt a delayed effectuation ordinance, which must be adopted prior to the effective day (July 1, 2026) separate from, but can be parallel to, a "simple" local ordinance. This option allows delaying effectuation of SB 79 for certain areas (areas with existing high density, low resource communities, and specific sites within sensitive areas – VHFHSZ) until 2030 (one year after 7th revision to HE). This option requires up-front analysis to see if currently Burbank's allowable density in areas can qualify for delayed effectuation (R-1 zones in high-resource areas will be difficult to exempt). This option limits how much density can be shifted around and requires modeling to analyze local development potential versus SB 79 with very narrow criteria to make sites ineligible for SB 79. An Alternative Plan would then need to be adopted to make these exemptions permanent. To utilize this option, a city must submit a draft ordinance to HCD 14 days prior to adoption and again within 60 days of enactment, for a 90-day review, and subsequently amend the ordinance pursuant to HCD's findings.

This option has limited benefit to Burbank. Under staff's current interpretation of SB 79, those parcels within the City within a VHFHSZ or in a Flood Risk Area are currently already ineligible for SB 79 as they fall outside TOD stop radius. Other parts of the City typically considered sensitive to development, such as R-1 zones, cannot be exempted and may only be downzoned to 50% of the allowable capacity under SB 79. Finally, the administrative effort to conduct the density analysis before the effective date of July 1, 2026, would be considerable and staff resources would be diverted from other critical ongoing planning efforts.

COMMUNITY OUTREACH

Throughout 2025, the Council heard from several members of the public about SB 79 who consistently emphasized concerns about the City being forced to facilitate incompatible density and developments in close proximity to lower scaled residential neighborhoods. The City monitored SB 79 throughout the legislative process and issued numerous opposition letters (Attachment 7).

If the Council directs staff to proceed with any of the options listed above that involve the development of an ordinance, such efforts will include community outreach consistent with the City's past practices. The extent of the outreach would depend on Council's requested timelines for directed actions.

ENVIRONMENTAL REVIEW

This staff report provides information about the local implications of SB 79 and has no potential for resulting in a direct or indirect physical change to the environment and falls outside the definition of a "project" under the CEQA and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations.

FISCAL IMPACT

The total fiscal impact of future implementation of SB 79 to the City's General Fund is currently unknown. SB 79 projects can be reviewed through the DR and/or AUP process or via a streamlined ministerial review under the provisions of SB 35, which will not impact the General Fund as the City has already established application fees for DR, AUPs and streamlined ministerial applications.

However, there will be some impact to the General Fund if Council directs staff to pursue the development of an Alternative Plan, a local ordinance, or pursue other further actions. The approximate costs associated with these options are unknown but likely to exceed $750,000 based on recent costs associated with similar recent expedited land use planning or legal costs.

Indirect costs associated with pursuing the above options include re-prioritization staff, delays to ongoing planning efforts, and impacts to core planning services due to the shifting of staff to SB 79 related services. Delays in completion of the Specific Plans could result in the loss of associated grant funding.

CONCLUSION

SB 79 becomes effective on July 1, 2026. Although the law contains many uncertainties, the City must be prepared to implement in a way that benefits the community. Staff recommends that Council direct staff to pursue policy clarifications to SB 79, lobby the legislature for a clean-up bill to clarify SB 79's applicability to BRT, and if necessary, solicit further environmental review as outlined above, and have CDD staff facilitate the review of housing development projects to ensure the City is able to respond to future housing development applications submitted pursuant to SB 79 or other streamlined ministerial reviews within State-mandated deadlines.

ATTACHMENTS

Attachment 1 – Complete Text of SB 79
Attachment 2 – SB 79 Exclusion Areas (Fire Severity Zone Map)
Attachment 3 – Comparison between SB 79 and Streamlined Ministerial Reviews
Attachment 4 – TOD Stop Land Use Analysis
Attachment 5 – TOD Stop Zoning Analysis
Attachment 6 – Requirements for an "Alternative Plan"
Attachment 7 – City of Burbank Opposition Letters

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 79

CHAPTER 512

An act to add Chapter 4.1.5 (commencing with Section 65912.155) to Division 1 of Title 7 of the Government Code, relating to land use.

[Approved by Governor October 10, 2025. Filed with Secretary of State October 10, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 79, Wiener. Housing development: transit-oriented development.

(1) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule.

Existing law, the Housing Accountability Act, among other things, requires a local agency that proposes to disapprove a housing development project, as defined, or to impose a condition that the project be developed at a lower density to base its decision on written findings supported by a preponderance of the evidence that specified conditions exist if that project complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time that the application was deemed complete. The act authorizes the applicant, a person who would be eligible to apply for residency in the housing development project or emergency

shelter, or a housing organization to bring an action to enforce the act's provisions, as provided, and provides for penalties if the court finds that the local agency is in violation of specified provisions of the act.

This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would require that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements, and would specify that the project is required to comply with certain affordability requirements, under that law.

This bill would require a proposed development to comply with specified demolition and antidisplacement standards; to not be located on sites where the development would require demolition of housing, or that was previously used for housing, that is subject to rent or price controls; to include housing for lower income households, as specified; be consistent with specified height, noise, safety, and fire standards; and meet specified labor standards, as provided. The bill would also authorize a transit agency's board of directors to adopt agency TOD zoning standards for district-owned real property located in a TOD zone, which establish minimum zoning requirements for an agency TOD project, as specified.

Prior to one year following the adoption of the 7th revision of the housing element, this bill would not apply the provisions relating to a housing development project to specified sites for which a local government has adopted an ordinance indicating the site's exclusion, as specified, including a site that is covered by a local TOD alternative plan, as defined, adopted by a local government. For the 7th and subsequent revisions of the housing element, the bill would authorize a local government to include a local TOD alternative plan in its housing element or adopt an alternative plan by

ordinance, as specified. The bill would exempt a jurisdiction that has adopted a compliant local TOD alternative plan from the provisions relating to a housing development, as specified.

This bill would require the Department of Housing and Community Development to oversee compliance with the bill's provisions and would require the department to promulgate standards on how to allow for capacity pursuant to these provisions to be counted in the inventory of land included within a county's or city's housing element, as specified. The bill would authorize each metropolitan planning organization to create a map of designated TOD stops and zones within its region by tier in accordance with these standards, which would have a rebuttable presumption of validity. The bill would authorize a local government to enact an ordinance to make its zoning code consistent with these provisions, as provided. The bill would require the local government to submit a draft of this ordinance to the department for review, at least 14 days prior to adoption of the ordinance. The bill would require the local government to submit a copy of this ordinance to the department within 60 days of enactment and would require the department to review the ordinance for compliance, as specified. If at any time the department finds an ordinance is out of compliance, and the local government does not take specified steps to address compliance, the bill would require the department to notify the local government in writing and authorize the department to notify the Attorney General, as provided.

This bill would define various terms for its purposes and make related findings and declarations.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By increasing the duties of local officials, and by expanding the crime of perjury by requiring the certification of certain information related to labor standards, this bill would impose a state-mandated local program.

(2) This bill would provide that its provisions are severable.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4.1.5 (commencing with Section 65912.155) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 4.1.5. TRANSIT-ORIENTED DEVELOPMENT

65912.155. The Legislature finds and declares all of the following:

(a) California faces a housing shortage both acute and chronic, particularly in areas with access to robust public transit infrastructure.

(b) Creating ownership opportunities can be an effective long-term strategy for building wealth and can create a path to financial security.

(c) Building more homes near transit access reduces housing and transportation costs for California families, and promotes environmental sustainability, economic growth, and reduced traffic congestion.

(d) Public transit systems require sustainable funding to provide reliable service, especially in areas experiencing increased density and ridership. The state does not invest in public transit service to the same degree as it does in roads, and the state funds a smaller proportion of the state's major transit agencies' operations costs than other states with comparable systems. Transit systems in other countries derive significant revenue from transit-oriented development at and near their stations.

65912.156. For purposes of this chapter, the following definitions apply:

(a) "Adjacent" means within 200 feet of any pedestrian access point to a transit-oriented development stop.

(b) "Commuter rail" means a public rail transit service not meeting the standards for heavy rail or light rail, excluding California High-Speed Rail and Amtrak Long Distance Service.

(c) "Department" means the Department of Housing and Community Development.

(d) "Heavy rail transit" means a public electric railway line with the capacity for a heavy volume of traffic using high-speed and rapid acceleration passenger rail cars operating singly or in multicar trains on fixed rails, separate rights-of-way from which all other vehicular and foot traffic are excluded, and high platform loading. "Heavy rail transit" does not include California High-Speed Rail.

(e) "High-frequency commuter rail" means a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years.

(f) "High-resource area" means an area designated as highest resource or high resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(g) "Housing development project" has the same meaning as defined in Section 65589.5, but does not include a project of which any portion is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging. For the purposes of this subdivision, the term "other transient lodging" does not include either of the following:

(1) A residential hotel, as defined in Section 50519 of the Health and Safety Code.

(2) After the issuance of a certificate of occupancy, a resident's use or marketing of a unit as short-term lodging, as defined in Section 17568.8 of the Business and Professions Code, in a manner consistent with local law.

(h) “Light rail transit” includes streetcar, trolley, and tramway service. “Light rail transit” does not include airport people movers.

(i) “Net habitable square footage” means the finished and heated floor area fully enclosed by the inside surface of walls, windows, doors, and partitions, and having a headroom of at least six and one-half feet, including working, living, eating, cooking, sleeping, stair, hall, service, and storage areas, but excluding garages, carports, parking spaces, cellars, half-stories, and unfinished attics and basements.

(j) “Low-resource area” means an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department.

(k) “Rail transit” has the same meaning as defined in Section 99602 of the Public Utilities Code.

(*l*) “Residential floor area ratio” means the ratio of net habitable square footage dedicated to residential use to the area of the lot.

(m) “Transit-oriented development zone” means the area within one-half mile of a transit-oriented development stop.

(n) “Tier 1 transit-oriented development stop” means a transit-oriented development stop within an urban transit county served by heavy rail transit or very high frequency commuter rail.

(o) “Tier 2 transit-oriented development stop” means a transit-oriented development stop within an urban transit county, excluding a Tier 1 transit-oriented development stop, served by light rail transit, by high-frequency commuter rail, or by bus service meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code.

(p) “Transit-oriented development stop” means a major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by heavy rail transit, very high frequency commuter rail, high frequency commuter rail, light rail transit, or bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code. When a new transit route or extension is planned that was not identified in the applicable regional transportation plan on or before January 1, 2026, those stops shall not be eligible as transit-oriented development stops unless they would be eligible as Tier 1 transit-oriented development stops. If a county becomes an urban transit county subsequent to July 1, 2026, then bus service in that county shall remain ineligible for designation of a transit-oriented development stop.

(q) “Urban transit county” means a county with more than 15 passenger rail stations.

(r) “Very high frequency commuter rail” means a commuter rail service with a total of at least 72 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, at any point in the past three years.

65912.157. (a) A housing development project shall be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the applicable of all of the following requirements:

(1) A transit-oriented housing development project allowed under this chapter shall include at least five dwelling units and meet the greater of the following:

(A) A minimum density of at least 30 dwelling units per acre.

(B) The minimum density required under local zoning, if applicable.

(2) The average total area of floor space for the proposed units in the transit-oriented housing development project shall not exceed 1,750 net habitable square feet.

(3) For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 75 feet.

(B) A local government shall not impose any maximum density of less than 120 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.5.

(D) A development that achieves a minimum density of 90 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(4) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(5) For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, all of the following apply:

(A) A local government shall not impose any height limit less than 65 feet.

(B) A local government shall not impose any maximum density standard of less than 100 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 3.

(D) A development that achieves a minimum density of 75 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concessions pursuant to Section 65915, as specified in subdivision (d).

(6) For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, and within a city with a population of at least 35,000, all of the following apply:

(A) A local government shall not impose any height limit less than 55 feet.

(B) A local government shall not impose any maximum density standard of less than 80 dwelling units per acre.

(C) A local government shall not enforce any other local development standard or combination of standards that would physically preclude achieving a residential floor area ratio of up to 2.5.

(D) A development that achieves a minimum density of 60 dwelling units per acre and that otherwise meets the eligibility requirements of Section 65915, including, but not limited to, affordability requirements, shall be eligible for additional concession pursuant to Section 65915, as specified in subdivision (d).

(b) For purposes of this chapter, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

(c) A local government may still enact and enforce standards, including an inclusionary zoning requirement that do not, alone or in concert, prevent achieving the applicable development standards of subdivision (a). A local government shall not adopt any requirement, including, but not limited to, increased fees or inclusionary zoning requirements, that applies to a project solely or partially on the basis that the project is seeking approval as a transit-oriented housing development, except as necessary for the requirements of this chapter.

(d) A transit-oriented housing development project under this section shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios pursuant to Section 65915 or a local density bonus program, using the density allowed under this section as the base density. If a development proposes a height under this section in excess of the local height limit, then a local government shall not be required to grant a waiver, incentive, or concession pursuant to Section 65915 for additional height beyond that specified in this section, except as

provided in subparagraph (D) of paragraph (2) of subdivision (d) of Section 65915. A development shall be eligible for the following additional concessions, if it meets the applicable density threshold specified for its location:

(1) For a development providing housing for extremely low income households, three additional concessions.

(2) For a development providing housing for very low income households, two additional concessions.

(3) For a development providing housing for low-income households, one additional concession.

(e) Notwithstanding any other law, a transit-oriented housing development project that meets any of the eligibility criteria under subdivision (a) and is immediately adjacent to a transit-oriented development stop shall be eligible for an adjacency intensifier to increase the height limit by an additional 20 feet, the maximum density standard by an additional 40 dwelling units per acre, and the residential floor area ratio by 1 prior to the application of Section 65915.

(f) A development proposed pursuant to this section shall comply with Section 66300.6, including any local requirements or processes implementing the provisions of Section 66300.6. This subdivision shall apply to any city or county.

(g) A development proposed pursuant to this section shall comply with any applicable local demolition and antidisplacement standards established through a local ordinance.

(h) A development proposed pursuant to this section shall not be located on either of the following:

(1) A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power that has been occupied by tenants within the past seven years.

(2) A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this section and any of the units were subject to any form of rent or price control through a public entity's valid exercise of its police power.

(i) A development proposed pursuant to this section shall include housing for lower income households by complying with one of the following requirements:

(1) (A) Any of the following:

(i) At least 7 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to extremely low income households, as defined in Section 50106 of the Health and Safety Code.

(ii) At least 10 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to very low income households, as defined in Section 50105 of the Health and Safety Code.

(iii) At least 13 percent of the total units, as defined in subparagraph (A) of paragraph (9) of subdivision (o) of Section 65915, are dedicated to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) This paragraph shall not apply to any development of 10 units or less.

(C) All units dedicated to extremely low income, very low income, and low-income households pursuant to subparagraph (A) shall meet both of the following:

(i) The units shall have an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) The development proponent shall agree to, and the local agency shall ensure, the continued affordability of all affordable rental units included pursuant to this section for 55 years and all affordable ownership units included pursuant to this section for a period of 45 years.

(2) If a local inclusionary housing requirement mandates a higher percentage of affordable units or a deeper level of affordability than that described in paragraph (1), then the local inclusionary housing requirement mandate shall apply in place of the requirements in paragraph (1).

(j) A development proposed pursuant to this chapter shall be consistent with the height, noise, and safety standards of an adopted airport land use compatibility plan or Department of Defense Air Installation Compatible Use Zones developed pursuant to Section 21675 of the Public Utilities Code, and of otherwise applicable objective fire safety standards established pursuant to the California Building Code, the California Fire Code, the California, Wildland-Urban Interface Code, the Health and Safety Code, the Public Resources Code, or Chapter 6.8 (commencing with Section 51175) of Part 1 of Division 1 of Title 5 of this code.

(k) Any transit-oriented housing development pursuant to this section shall meet the labor standards of subparagraphs (A), (B), (C), (D), (F), and (G) of paragraph (8) of subdivision (a) of Section 65913.4 for any building over 85 feet in height, which shall be applicable to the building.

(*l*) For purposes of subdivision (j) of Section 65589.5, a proposed housing development project that is consistent with the applicable standards from this chapter, as well as applicable local objective general plan and zoning standards that do not alone or in concert prevent achieving those standards, and as modified by any incentive, concession, or waiver under Section 65915, shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision. This subdivision shall not require a ministerial approval process or modify the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code.

(m) Beginning on January 1, 2027, a local government that denies a housing development project meeting the requirements of this section that is located in a high-resource area shall be presumed to be in violation of the Housing Accountability Act (Section 65589.5) and immediately liable for

penalties pursuant to subparagraph (B) of paragraph (1) of subdivision (k) of Section 65589.5, unless the local government demonstrates, pursuant to the standards in subdivisions (j) and (o) of Section 65589.5, that it has a health, life, or safety reason for denying the project.

(n) This section shall not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan deemed compliant by the department before July 1, 2026. It shall not apply within an unincorporated area of a county until the 7th regional housing needs allocation cycle.

65912.158. (a) For the purposes of this section, "agency transit-oriented development project" means a housing development project or mixed use residential project that meets all of the following requirements:

(1) A minimum of 50 percent of the total square footage of the project is dedicated to residential purposes.

(2) A minimum of 20 percent of the total number of units shall be restricted for the affordable lower income households and shall be subject to a recorded affordability restriction for at least 55 years in the case of rental units and 45 years in the case of owner occupied units, unless a local ordinance or the terms of federal, state, or local tax credit, or other project financing requires a longer period of affordability.

(3) The average total floor area of floor space for the proposed units in the housing development project shall not exceed 1,750 net habitable square feet.

(4) The parcel or parcels on which the project is located is an infill site, as defined in Section 21061.3 of the Public Resources Code.

(5) The transit-oriented development parcels on which the transit-oriented development project would be located was not acquired through eminent domain on or after July 1, 2025.

(6) The parcels on which the transit-oriented development project would be located are owned by the agency and either:

(A) The parcels are adjacent to a transit-oriented development stop for which the agency operates service, or form a contiguous area adjacent to such a transit-oriented development stop.

(B) At least 75 percent of the project area is located within one-half mile of a transit-oriented development stop for which the agency operates service or plans to provide service and was owned by the agency on or before January 1, 2026.

(b) (1) A transit agency's board of directors may adopt by resolution agency transit-oriented development zoning standards for district-owned real property located in a transit-oriented development zone. These standards shall establish minimum local zoning requirements for height, density, residential floor area ratio, and allowed uses, that shall apply to an agency transit-oriented development project, that shall be consistent with Section 65912.157.

(2) Adopted agency transit-oriented development zoning standards shall establish, for each transit station, the lowest permissible maximum standard

for height, density, and residential floor area ratio, and a list of approved residential, retail, and commercial uses.

(3) The agency transit-oriented development zoning standards adopted by the board of directors shall not adopt a lowest permissible maximum standard for density or residential floor area ratio below the level permitted under Section 65912.157, and shall not prohibit residential use.

(4) The agency transit-oriented development zoning standards shall not establish density standards that exceed 200 percent of the maximum density established in Section 65912.157.

(c) The adoption of, and amendments to, the agency transit-oriented development zoning standards shall comply with all of the following:

(1) The transit agency shall hold a public hearing to receive public comment on the proposed agency transit-oriented development zoning standards or proposed changes to the agency transit-oriented development zoning standards. The transit agency shall conduct direct outreach to relevant local governments and to communities of concern around each station. Before or during the scoping meeting, the transit agency shall consult with each local government in which the station is located, as well as any relevant infrastructure agencies. The consultation required pursuant to this section shall include all of the following:

(A) A review of the housing needs of the jurisdiction.

(B) A review of the transit-oriented development approved and built in the past year in the jurisdiction.

(C) A review of any transit-oriented development projects proposed by the transit agency in the jurisdiction for the past year.

(D) A discussion of any obstacles to development of any project proposed by the transit agency.

(2) Not less than 30 days before a public hearing of the board to consider the agency transit-oriented development zoning standards, the transit agency shall provide public notice and make the draft standards available to the public.

(3) The board shall adopt or reject any proposed agency transit-oriented development zoning standards at a publicly noticed meeting of the board not less than 30 days following the original public hearing.

(d) Objective standards adopted pursuant to paragraph (b) shall not preempt or otherwise displace local discretionary standards that apply to hotel, motel, bed and breakfast, or other transient lodging use, including short-term lodging, as defined in Section 17568.8 of the Business and Professions Code. For the purposes of this subdivision, the term “other transient lodging” does not include a residential hotel, as defined in Section 50519 of the Health and Safety Code.

(e) Where local zoning is inconsistent with the agency transit-oriented development zoning standards for a station, the local jurisdiction may adopt a local zoning ordinance that conforms to the transit-oriented development zoning standards.

(f) (1) A local government shall not be required to approve any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157.

(2) The transit agency shall make a finding as to whether the local zoning ordinance conforms to the agency transit-oriented development zoning standards. Local zoning shall remain in place unless the transit agency determines that it does not conform to the agency transit-oriented development zoning standards. If, according to the transit agency's finding, the local zoning ordinance does not conform to the agency transit-oriented development zoning standards after two years of the date that the agency transit-oriented development zoning standards are adopted by the board for that station, the agency transit-oriented development zoning standards shall become the local zoning for any district-owned parcels that are eligible under this section, except for any height limit in excess of the standard for development adjacent to the transit-oriented development stop under Section 65912.157. For each station, a local jurisdiction may update zoning for transit agency-owned land to comply with agency transit-oriented development zoning standards until the time that the transit agency enters into an exclusive negotiating agreement with a developer for an agency transit-oriented development project.

(g) (1) The transit agency's approval of agency transit-oriented development zoning standards shall be subject to review under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code). The district shall serve as the lead agency for California Environmental Quality Act review for transit-oriented development zoning standards.

(2) Any subsequent California Environmental Quality Act review of rezoning to conform with agency transit-oriented development zoning standards, and of eligible transit-oriented development projects proposed and on district-owned land, shall incorporate the environmental review document certified for the transit-oriented development zoning standards consistent with Section 21094 of the Public Resources Code. A public agency shall not prepare an environmental impact report or mitigated negative declaration for rezoning pursuant to paragraph (2) of subdivision (f) to implement agency transit-oriented development zoning standards or for a transit-oriented development project subsequent to the transit agency's certification of an environmental review document for approval of agency transit-oriented development zoning standards unless the public agency finds, based on substantial evidence, that the rezoning or transit-oriented development project creates a significant effect on the environment that was not analyzed in the prior environmental review document, and mitigated or avoided.

(h) A local agency may adopt objective, written development standards, conditions, and policies that apply to development on district-owned property, provided that they demonstrate their consistency with the agency transit-oriented development zoning standards. In the event that the agency transit-oriented development zoning standards, objective planning standards,

general plan, or design review standards are mutually inconsistent, the agency transit-oriented development zoning standards shall be the controlling standards. To the extent that the zoning standards do not resolve inconsistencies, the general plan shall be the controlling standard.

(i) Zoning in effect as a result of this section shall be considered the same as locally approved zoning for all purposes, including the Density Bonus Law and the Housing Accountability Act.

(j) Any agency transit-oriented development project shall comply with the antidisplacement requirements of Section 66300.6.

(k) A local government shall not be required to approve any height limit under this section greater than the height limit specified in this chapter for development adjacent to the relevant tier of a transit-oriented development stop. A transit agency shall not set a maximum height, density, or residential floor area ratio below that which would be allowed for the site under this chapter.

(*l*) If nonresidential development is included in an agency transit-oriented development project, at least 25 percent of the total planned units affordable to lower income households shall be made available for lease or sale and permitted for use and occupancy before or at the same time with every 25 percent of nonresidential development made available for lease or sale and permitted for use and occupancy.

(m) The development applicant for an agency transit-oriented development project proposed pursuant to this section shall certify that the labor standards in paragraphs (8) and (9) of subdivision (a) of Section 65913.4 will be met in project construction, and those standards shall apply if the project is approved by the public agency. Notwithstanding the preceding sentence, this subdivision shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement with the transit agency that was entered into before July 1, 2026, that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for the enforcement of that obligation through an arbitration procedure. For the purposes of this subdivision, "project labor agreement," has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

65912.159. (a) A housing development project proposed pursuant to Section 65912.157 shall be eligible for streamlined ministerial approval pursuant to Section 65913.4 in accordance with all of the following:

(1) The proposed project shall be exempt from subparagraph (A) of paragraph (4) of, and paragraph (5) of, subdivision (a) of Section 65913.4.

(2) The proposed project shall comply with the affordability requirements in subclauses (I) to (III), inclusive, of clause (i) of subparagraph (B) of paragraph (4) of subdivision (a) of Section 65913.4.

(3) The proposed project shall comply with all other requirements of Section 65913.4, including, but not limited to, the prohibition against a site that is within a very high fire hazard severity zone, pursuant to subparagraph (D) of paragraph (6) of subdivision (a) of Section 65913.4.

(b) Any housing development proposed pursuant to Section 65912.157 not seeking streamlined approval under Section 65913.4 shall be reviewed according to the jurisdiction's development review process and Section 65589.5, except that any local zoning standard conflicting with the requirements of this chapter shall not apply.

65912.160. (a) The department shall oversee compliance with this chapter.

(b) The department shall promulgate standards on how to allow for capacity pursuant to this chapter to be counted in a city or county's inventory of land suitable for residential development pursuant to Section 65583.2, no later than July 1, 2026.

(c) (1) A local government may enact an ordinance to make its zoning code consistent with the provisions of this chapter, subject to review by the department pursuant to subdivision (d). This ordinance may include objective development standards, conditions, and policies, applying to transit-oriented housing developments, that are demonstrated by a preponderance of evidence to not physically preclude, alone or in concert, the applicable housing development standards of Section 65912.157.

(2) The ordinance described in paragraph (1) shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(d) If a local government adopts an ordinance to come into compliance with this section, the following provisions shall apply:

(1) (A) At least 14 days prior to adoption of an ordinance pursuant to this section, the local government shall submit a draft ordinance to the department.

(B) The department may review the draft and report its written findings to the planning agency.

(2) A local government shall submit a copy of any ordinance enacted pursuant to this section to the department within 60 days of enactment.

(3) (A) The department shall, within 90 days, review the enacted ordinance, make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(B) If needed, the department may request an additional 30 days to make a finding as to whether the enacted ordinance is in substantial compliance with this section, and report that finding to the local government.

(C) If the department does not provide written findings to the local government within the review period provided for in this paragraph, the ordinance shall be deemed compliant for the purposes of assessing penalties, including those pursuant to subdivision (m) of Section 65912.157.

(4) If at any time the department determines that the ordinance does not comply with this section, the department shall notify the local government in writing. The department shall provide the local government a reasonable time, not to exceed 60 days, to respond before taking further action as authorized by this section.

(5) The local government shall consider any findings made by the department pursuant to paragraph (4) and shall do one of the following:

(A) Amend the ordinance to comply with this section.

(B) Enact the ordinance without changes. The local government shall include findings in its resolution adopting the ordinance that explain the reasons the local government believes that the ordinance complies with this section despite the findings of the department.

(6) If the local government does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local government and may notify the Attorney General that the local government is in violation of this section.

(e) The ordinance may designate areas within one-half mile of a transit-oriented development stop as exempt from the provisions of this chapter if:

(1) The local government makes findings supported by substantial evidence that there exists no walking path of less than one mile from that location to the transit-oriented development stop.

(2) A local government with at least 15 transit-oriented development stops designates the area as an industrial employment hub. An industrial employment hub shall be a contiguous area of at least 250 acres designated in the jurisdiction's general plan on or before January 1, 2025, as an employment lands area; the parcels within it shall be primarily dedicated to industrial use as defined in paragraph (3) of subdivision (f) of Section 65912.121; and housing shall not be a permitted use on any of the sites so excluded.

(f) Each metropolitan planning organization shall create a map of transit-oriented development stops and zones within its region by tier, as designated under this chapter, in accordance with the department's guidance pursuant to subdivision (b). This map shall have a rebuttable presumption of validity for use by project applicants and local governments.

65912.161. (a) For purposes of this section, "transit-oriented development alternative plan" shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:

(1) A local transit-oriented development alternative plan shall maintain at least the same total net zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction.

(A) Net zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards.

(B) Net zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards.

(2) The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:

(A) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(B) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(C) Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone.

(D) Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), and should be considered for attached entry level owner occupied housing development opportunities.

(3) The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent.

(4) A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. Any site excluded from the minimum density requirements of subparagraphs (A) to (C) of paragraph (2) shall not be counted toward the plan's capacity. For purposes of this section, calculations regarding capacity, density, and floor area shall include capacity, density, or floor area available under voluntary local housing incentive programs.

(5) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, or zoning incentive ordinance, provided that it meets the requirements of this subdivision.

(b) (1) Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion:

(A) A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157.

(B) (i) A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have

permitted density and residential floor area ratio no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(ii) A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.

(iii) A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones.

(C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.

(D) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.

(E) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(F) Sites with a historic resource designated as of January 1, 2025, on a local register.

(2) A local government that has adopted an ordinance pursuant to this subdivision shall indicate on its public zoning map which sites or transit-oriented development zones are and are not covered by Section 65912.157.

(c) (1) For the seventh and subsequent revisions of the housing element, a local government may include a local transit-oriented development alternative plan in any of the following ways:

(A) (i) Include a local transit-oriented alternative plan in its housing element. When a local government includes a transit-oriented development alternative plan in its housing element the plan shall include an analysis of how the plan maintains at least an equal feasible developable housing capacity as the baseline established by this chapter.

(ii) If a local government adopts a housing element that the department has determined to be compliant with this section, then any action to enforce or implement a compliant housing element shall be subject to applicable provisions of housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).

(iii) The initial submission of a transit-oriented development alternative plan shall be included in the local government's first draft submittal

referenced in subparagraph (C) of paragraph (1) of subdivision (b) of Section 65585.

(iv) Sites identified in a local transit-oriented development alternative plan may be included in the inventory of land suitable for residential development, pursuant to the additional requirements of Section 65583.

(B) If a local government does not include the local transit-oriented alternative plan in its housing element, the local government may adopt an alternative plan that has been deemed compliant by the department pursuant to Section 65912.160.

(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan.

(e) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, zoning incentive ordinance or existing program, provided that it meets the requirements of this section.

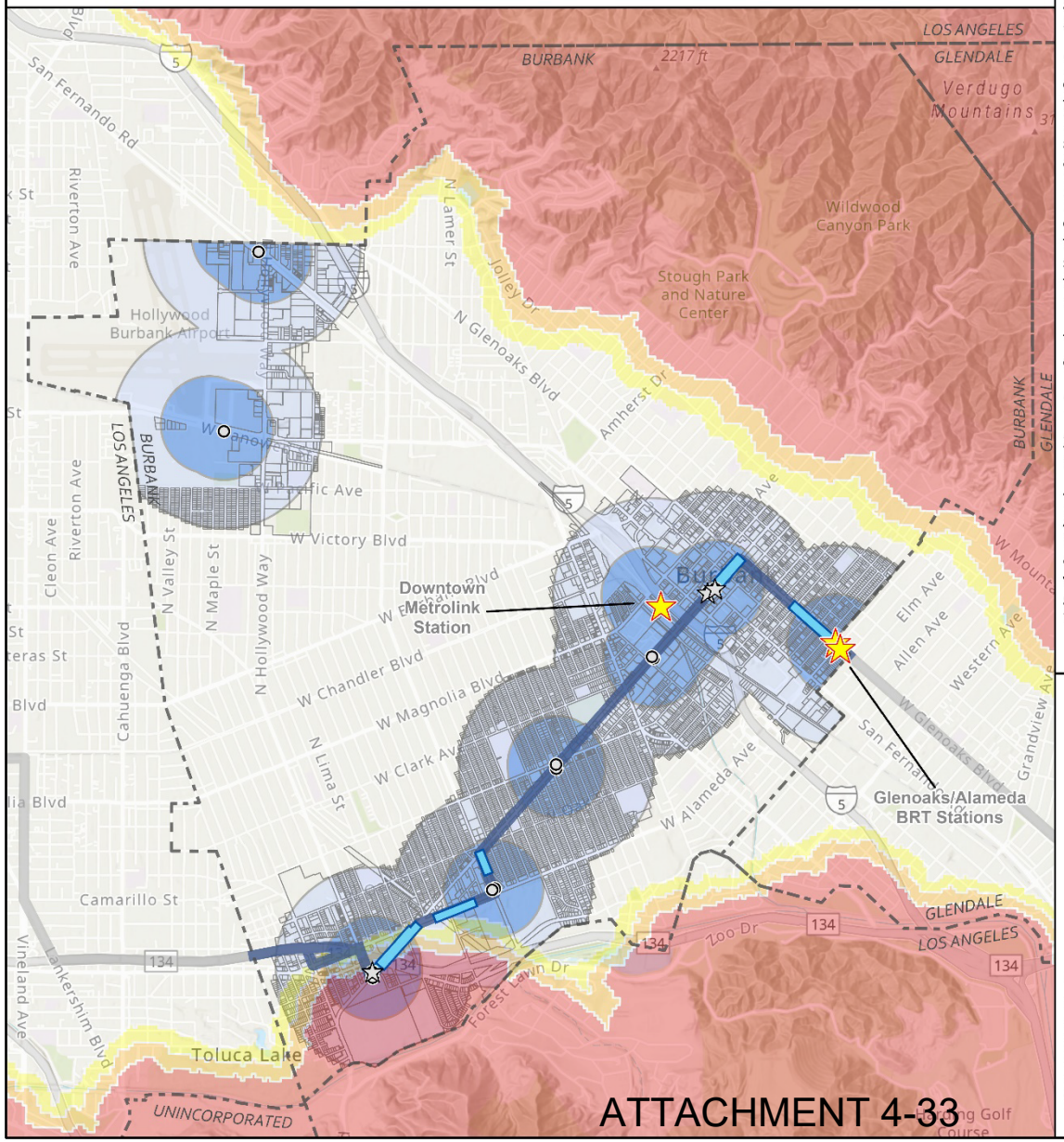
65912.162. The Legislature finds and declares that the state faces a housing crisis of availability and affordability, in large part due to a severe shortage of housing, and solving the housing crisis therefore requires a multifaceted, statewide approach, including, but not limited to, encouraging an increase in the overall supply of housing, encouraging the development of housing that is affordable to households at all income levels, removing barriers to housing production, expanding homeownership opportunities, and expanding the availability of rental housing, and is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities.

SEC. 2. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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Fire Hazard Severity Zones and Parcels within 1/2-Mile of BRT Stops and Metrolink Stations (Draft)



ATTACHMENT 4-33

This map illustrates the most recent Fire Hazard Severity Zones in and around the City of Burbank, as established by Cal Fire and adopted into ordinance by the Burbank City Council in 2025. It also shows parcels that fall within 1/4- and 1/2-mile buffer distances around transit facilities in the City analyzed for conformance with Senate Bill 79's (SB 79) statutory definition for (TOD) stops.

In the City of Burbank, only certain parcels in the Media District overlap both Fire Hazard Zones and 1/2-mile distance from a transit facility. However, there are no parcels that overlap Very High Fire Hazard Severity Zones and fall within 1/2 mile of a qualifying TOD stop. The only stops that meet SB 79's criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The only transit facilities that meet all of these statutory definitions qualifying for SB 79 in the City at this time are:

1. Downtown Burbank Metrolink station

2. The future North Hollywood to Pasadena Bus Rapid Transit (BRT) System stops at Glenoaks Boulevard and Alameda Avenue

Two additional future BRT stops– at the Hollywood Way / Olive Avenue intersection and the San Fernando Blvd / Olive Avenue intersection – may qualify as SB 79 TOD stops but remain contingent on future action (full-time designation of bus lanes) as well as interpretation of current SB 79 language for BRT service and likely require additional environmental review to consider SB 79's density impact before construction.

Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/ Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- Parcels within 0.5 Miles of a BRT or Metrolink Station

Fire Hazard Severity Zones

- High
- Moderate
- Very High
- City Boundary

SB 79 Current Bill Version: 10/10/2025

Disclaimer: SB 79 requires that the Southern California Association of Governments (SCAG) create a map of the City's transit-oriented development (TOD) stops and zones by tier, as designated by SB 79, and in accordance with any guidance prepared by the Department of Housing and Community Development. The Burbank Community Development Department has developed this map based on the 'Department's initial analysis of the language contained in Senate Bill 79. The map is in draft format and is intended for exploratory purposes only. Updated SB 79 maps will be released as new information becomes available and if any changes to potential TOD stops are identified.

January 2026

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Eligible Properties	All sites within Burbank that have a General Plan prescribed residential density. Additional eligibility criteria based on environmental factors, affordability, and labor standards are project specific. Must be in urban infill parcel, cannot be in protected resource areas such as wetlands, coastal zones, or wildlife habitat. Projects must consist of at least 2 units.	Allowed in zones where retail, office, or parking are principally permitted. Cannot be on a site that is or was most recently used for industrial use. Subject to the same environmental eligibility criteria as SB35. Mixed-Income and 100% affordable projects have different eligible locations: Mixed Income: along commercial corridors. 100% affordable: citywide. Projects must consist of at least 5 units.	Sites zoned for residential, mixed, or commercial development within 1/2 or 1/4 mile of a transit-oriented development stop. Project must include at least 5 units. Projects may not include any hotel or similar use.
Effective	Now until at least January 1, 2036, unless extended.	Now until January 1, 2033, unless extended.	Will go into effect July 1, 2026.
Maximum Density	Density is based on General Plan land use element, ranging between 14 to 87 du / ac. Density can be further increased using state Density Bonus law.	Density for Mixed-Income projects is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 40 du/ac 100' - 150': 60 du/ac w/in 1/2 mile of a	Radius from Tier 2 Transit Oriented Stops: Within 1/4 mile: 100du/ac Within 1/2 mile: 80 du/ac Any project within 200 feet of any ped access to a transit-

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		major transit stop - 80 du/ac Site of less than one acre: 30 du/ac Density for 100% affordable units is the higher between what is allowed in the underlying property per the Land Use map or 30 du/acre. No residential density limit shall be imposed for the conversion of existing buildings to residential use, except where the project would include net new square footage exceeding 20% of the overall square footage of the project. Density can be further increased using state Density Bonus law.	oriented development stop gets an additional 40 du / ac on top of the above. Density can be further increased using state Density Bonus law.
Minimum Density	No minimum density; however, projects must consist of at least 2 units to qualify.	No minimum density; however, projects must consist of at least 5 units.	The greater of the following: At least 30 du/ ac OR..... Minimum density allowed under local zoning, if applicable.

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
Maximum Height	Based on underlying maximum heights in the zoning code. Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Height is prescribed based on the width of the commercial corridor facing the project site: 70'-100' feet: 35 ft 100' - 150': 45 ft w/in 1/2 mile of a major transit stop - 65 ft Maximum heights can be modified through concessions and/or waivers using state Density Bonus Law, if applicable.	Radius From Tier 2 Transit Oriented Stops: Within 1/4 mile: 65ft Within 1/2 mile: 55ft Any project within 200 feet of any ped access to a transit oriented development stop gets an additional 20 feet on top of the above (adjacency multiplier) Maximum heights cannot be modified through concessions and/or waivers using state Density Bonus Law.
Parking Requirements	Parking is not required for projects within 1/2 mile of public transit. For projects outside this radius, parking is based on underlying zoning requirements unless the projects is eligible for Density Bonus Law.	100% affordable projects that are not within one-half mile an accessible major transit stop are subject to parking requirements pursuant to the BMC, unless preempted by state law (i.e. AB2097, Density Bonus Law).	Subject to underlying parking. However, most, if not all, will fall within AB2097 radius. If using Density Bonus Law, no parking required if 100% affordable or located in a very low vehicle travel area.
Unique Development Standards	Project must include at least two-thirds of its total square footage for residential use.	Projects within 500 feet of freeway must have specific air filtration and ventilation standards. Local	Average unit size shall not exceed 1,750 square feet.

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		agency must require a phase I ESA as a condition of approval for the project. In addition, the law prescribed specific heights and densities listed above and specific setback standards in sections 65912.123(d)(1) to (3). An SB 79 project must be consistent with height, noise, and safety standards of an adopted airport plan, and must be consistent with applicable objective fire standards.	
Affordability Requirements	At least 10% of the units must be affordable to households at or below 80% of area AMI (lower income HH)	At least 15% of the units must be affordable to lower-income households. Some alternatives exist, such as 8% for very low-income and 5% for extremely low-income households, or 30% for moderate-income households in for-sale projects. Projects must comply with the	For projects of 10 or more units: Agree to provide for 55 years 7% Extremely Low Income HH; 10% Very Low Income HH; or 13% Low Income HH. Local inclusionary standards apply. Apply the stricter of the two.

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
		higher between the requirements above and the local inclusionary housing requirement.	
Anti-displacement and tenant protection	Cannot demolish occupied residential units, or units that were occupied by tenants within the last 10 years, housing units that were previously subject to rent control or other affordability covenants, or structures designated as historic landmarks.	A project is not eligible for the AB 2011 process if it would require demolishing housing units that were occupied by tenants within the last 10 years.	Cannot propose fewer units than previously existing (GC 66300.6); Must replace protected (affordable) units and offer other tenant protections including: relocation benefits; right of first refusal in the new housing development; etc.
Density Bonus Standards	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	Any incentives, concessions or waivers granted through the Density Bonus provisions of California law shall not render the project inconsistent with objective standards.	a) Density Bonus requests shall use the SB79 prescribed densities as the base density. b) Project using density bonus law with 75 du/ac within 1/4 mile or 60 du/ac within 1/2 mile receive 1, 2, or 3 additional concessions depending on level of affordability provided. c)

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			Density bonus requests cannot include concessions or waivers from height maximums beyond SB79 or code maximums unless the project is 100% affordable and located within 1/2 mile of a major transit stop or a very low vehicle travel area.
Labor Requirements	When using SB35 process, trigger for Prevailing wage is 10 units; S&T Workforce is 85 feet unless 100% affordable, and projects of more than 50 units require apprenticeship program and provision of healthcare.	Prevailing wage for all projects. Projects of over 50 units require apprenticeship and provision of healthcare.	If not using SB35 process, projects over 85 feet in height still quire labor requirements including Prevailing Wage and S&T Workforce. Projects Using SB35 process require all labor standards included in Section 65913.4(a)(8) of the Government Code. When using SB35 process, trigger for Prevailing wage is 10 units; S&T Workforce is 85 feet unless 100% affordable, and projects of more than 50 units require

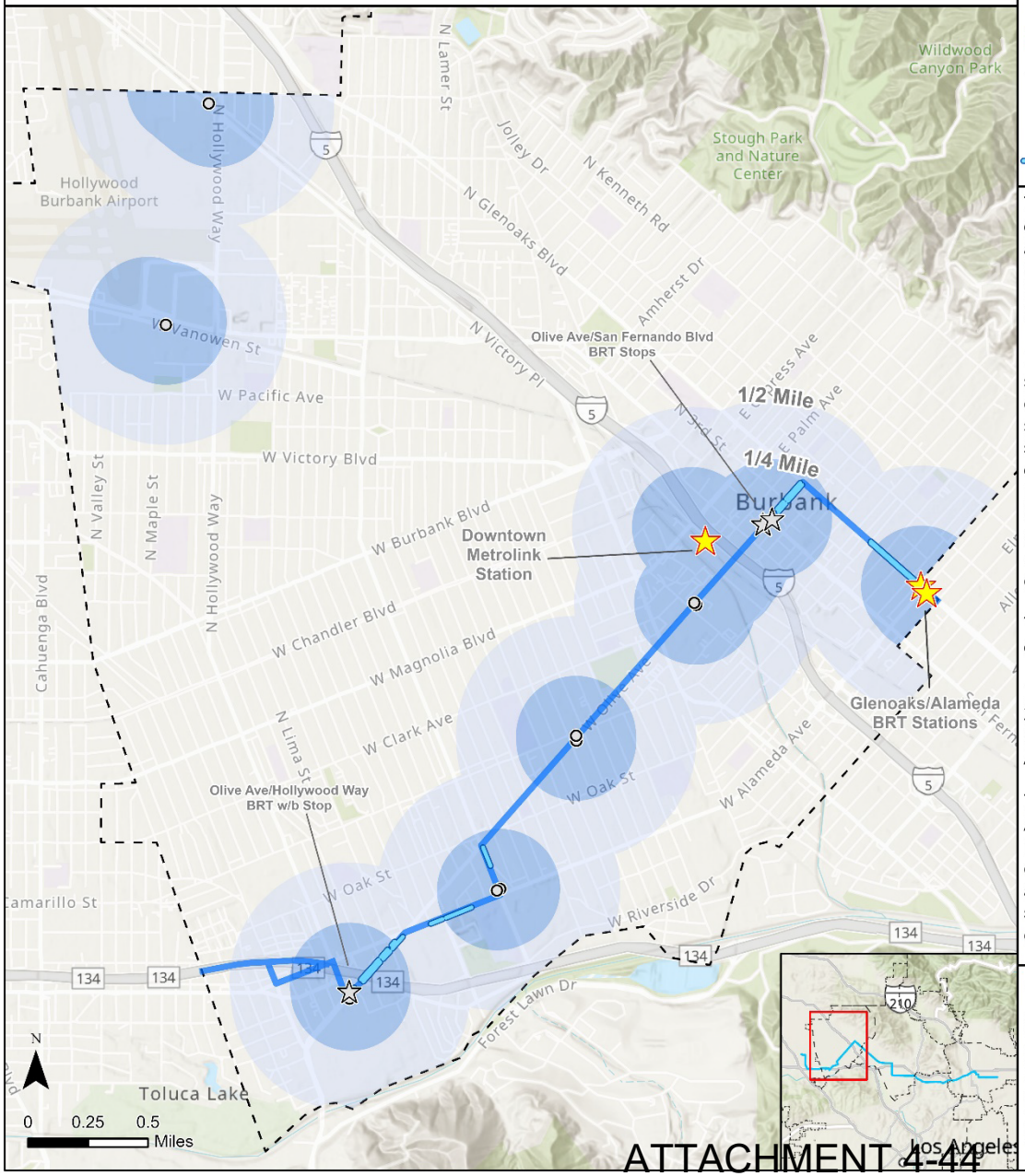
	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
			apprenticeship program and provision of healthcare.
Tribal Requirements	Requires early consultation with traditionally and culturally affiliated Native American tribes during the NOI (Notice of Intent to submit an application) before a formal SB35 can be submitted. The local government must notify tribes within 30 days of a project's preliminary application. If there is a potential impact to tribal cultural resources, an "enforceable agreement" outlining treatment methods must be executed between the tribe, local government, and applicant; failure to reach an agreement renders the project ineligible for further processing.	AB 52 requirements not required for ministerial review (i.e. projects exempt from CEQA). AB52 only required when the project is on a vacant site that has a potentially non-mitigatable impact on tribal cultural resources.	Only if using SB35 process or AB130 CEQA exemption with its unique tribal consultation process. Projects not exempt from CEQA may require tribal notification/consultation per AB 52.
Process	Ministerial. First step is a Notice of Intent (NOI) to	Ministerial. Same as SB35, but the NOI step is not required.	Eligible for streamlined ministerial review

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	Submit an SB35 application. A formal SB35 submittal entitles applicant for administrative approval, bypassing subjective design review and public hearings. Requires that approval or denial be based solely on whether the project complies with the local jurisdiction's objective standards. Administrative review of objective standards by Director, not appealable.	Administrative review of objective standards by Director, not appealable.	(SB35 / SB 423), but can also use the City's local discretionary Development Review (DR) process, and any other required entitlements, such as CUP. If submitting SB35/423, all SB35/423 provisions apply except for affordability requirements, which are unique to SB79.
Processing Timelines	Subject to both HAA and timelines built into SB35. If a local government fails to identify objective inconsistencies in a timely manner (within 60 or 90 days), the project is automatically "deemed consistent"	Same as SB35 after NOI process is completed.	Subject to Permit Streamlining Act (PSA), HAA, and SB35 timelines (if applicable).
Environmental Review	SB35 projects are exempt from CEQA due to the fact that the project approval	AB 2011 projects are exempt from CEQA due to the fact that the project	Can be exempt from CEQA if using SB35 (statutory Ministerial

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	is ministerial. CEQA exempts ministerial projects by statute.	approval is ministerial. CEQA exempts ministerial projects by statute.	exemption); if using local process can exempt from CEQA using a number of eligible exemptions, including but not limited to: Infill Exemption in AB 130 (PRC 21080.66); Class 32 Categorical Exemption (CEQA Guidelines § 15332), Transit Priority Projects (PRC §21155.1), Transit Oriented Housing Exemption (PRC §21155.4), etc.
Health and Safety Considerations	Per the HAA, denials are permissible if the project poses a threat ("specific, adverse impact") to public health and safety. However, the project may still be approved if hazards can be mitigated to meet the local objective standards.	Per the HAA, denials are permissible if the project poses a threat ("specific, adverse impact") to public health and safety. However, the project may still be approved if hazards can be mitigated to meet the local objective standards. Vacant sites in VHFSZ are not eligible for AB2011.	Subject to HAA provisions. HAA limits the local govt's ability to deny projects which comply w/ objective standards unless they can provide specific adverse impact on public health and safety that cannot be mitigated.
Penalties for Wrongful Denial	A civil penalty of $10,000 to $50,000 per month can be	A civil penalty of $10,000 to $50,000 per month can be	Beginning Jan 1, 2027, any local government that

	SB35 / SB 423 (GC 65913.4)	AB 2011 / AB 2243 (GC 65912.100 - 65912.106)	SB 79 (GC 65912.55 - 65912.162)
	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	imposed for each violation, accruing from the date the violation began. A local government that loses a lawsuit over a wrongful denial is responsible for the project applicant's reasonable attorney's fees and litigation costs. These costs can be substantial, often exceeding $100,000. In cases of repeated or serious violations, a court can suspend the local government's authority to approve residential building permits and other land use decisions. The court may even take over the approval process for housing projects itself.	denies a project meeting the requirements of this section in a high-resource area shall be presumed to be in violation of the HAA and liable for penalties unless the local agency demonstrate that it has a health, life, or safety reason for denying the project.

Transit Facilities Analyzed for Eligibility Under Senate Bill 79 (Draft)



Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT/Metrolink Stop
- Dedicated Bus Lane
- BRT Alignment

Distance Around Transit Stop Pedestrian Access

- 1/4 Mile
- 1/2 Mile
- City Boundaries

This map illustrates shaded buffer zones of 1/4- and 1/2-mile distances around transit facilities within the City of Burbank and their status as potential transit-oriented development (TOD) stops per SB 79. It also includes the North Hollywood to Pasadena Bus Rapid Transit System planned route through Burbank and planned stops.

In the City of Burbank, the only stops that meet SB 79's statutory definitions and service criteria fall under the categories of high-frequency commuter rail stops and Tier 2 stops. High-frequency commuter rail stops are defined as stations served by rail lines that operate at least 48 trains per day in both directions or bus rapid transit (BRT) stops that includes all of the following features: (1) Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The only transit facilities that meet all of these statutory definitions qualifying for SB 79 in the City at this time are:

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2. The future North Hollywood to Pasadena Bus Rapid Transit (BRT) System stops at Glenoaks Boulevard and Alameda Avenue

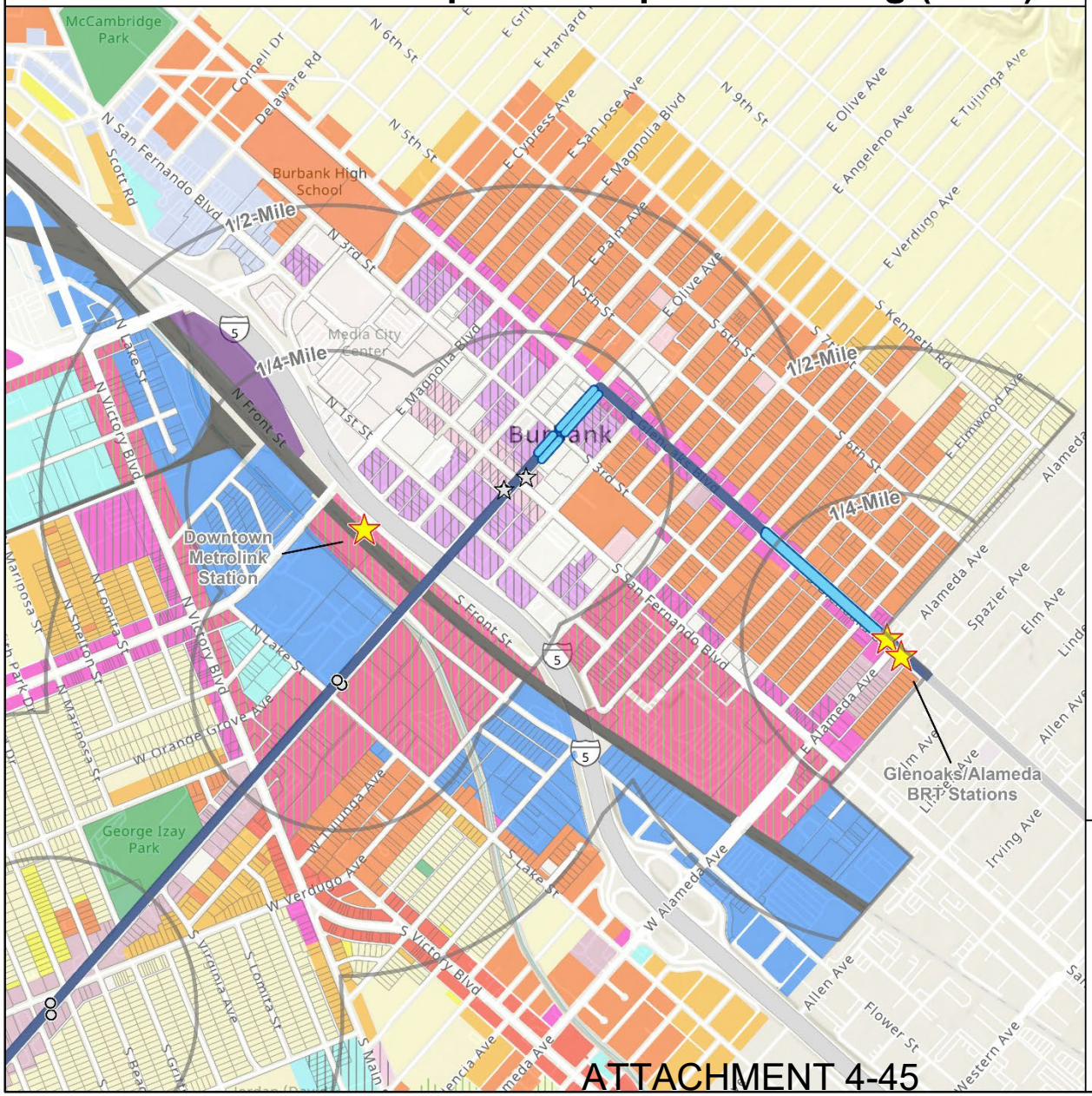
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SB 79 Current Bill Version: 10/10/2025

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January 2026

Transit Oriented Development Stops and Zoning (Draft)



Legend

- Qualifying TOD Stop (Tier 2)
- Potentially-qualifying BRT Stop
- Non-qualifying BRT Stop
- Dedicated Bus Lane
- BRT Alignment
- Affected Parcels

Zoning

- AD
- AP
- BCC-1
- BCC-2
- BCC-3
- BCCM
- C-2
- C-3
- C-4
- CEM
- CR
- GO
- M-1
- M-2
- MDC-2
- MDC-3
- MDC-4
- MDM-1
- MDR-3
- MDR-4
- MDR-5
- MPC-1
- MPC-2
- MPC-3
- NB
- NSFC
- OS
- PD
- R-1
- R-1-H
- R-2
- R-3
- R-4
- R-5
- RBP
- RC
- RR

SB79 Current Bill Version: 10/10/2025

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January 2026

ATTACHMENT 4-45

The following summarizes the requirements to adopt an “Alternative Plan” in lieu-of implementing the base requirements of SB 79:

1. Must be complete by 2030 and requires review and approval by HCD.
2. Any Alternative Plan will require analysis of density and require new analysis of utility capacity to support SB79 density.
3. Maintain same net number of units allowed under SB 79, only allowed to redistribute within the TOD stop area.
4. Cannot reduce density on any parcel to less than 50% allowed by SB79, unless the site is within Very High Fire Hazard Severity Zone (HFHSZ),
5. Cannot increase density more than 200% of max density mandated by SB79.
6. Requires update of City’s Zoning Map, with no net loss across SB79 eligible areas.
7. Analysis is complex and includes existing allowable density, existing buildout of said density, and SB79 density.
8. Needs extensive community outreach and direction from the Council on which areas to be upzoned.
9. Requires adoption as part of the HE, a program of the HE, as specific plan overlay, or by Ordinance.

CITY OF BURBANK

OFFICE OF THE MAYOR

August 25, 2025

The Honorable Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O St., Suite 8220
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Wicks,

On behalf of the Burbank City Council, I am writing to express our **strong** opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities in urban transit counties defined as "a county with more than 15 rail stations" to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input. Similarly, cities in non-urban transit counties near specific transit stops would need to approve development projects by right, up to five stories high, with a density of 80 homes per acre.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement on or before January 1, 2026, within a half mile of a transit stop. Transit agencies would have the power to determine nearly all aspects of the development including height, density, and design, without any regard to local zoning or planning.

The City of Burbank appreciates the author's desire to include an alternative transit-oriented development plan; however, as currently drafted, the local government has the option to do this through an additional analysis in the local government's housing element or through the adoption of an ordinance with approval from the Department of Housing and Community Development (HCD). In the AB 650 Senate Appropriations Analysis, HCD has determined that it will cost $11.1 million annually and 52 new staff positions to provide more clarity in the housing element review

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process. SB 79 would add additional requirements for state review, increasing workloads, and making it more likely that local governments will not get their housing elements or ordinances approved promptly.

Finally, the local flexibility provided in the measure is minimal at best. The bill does not provide exemptions for cities that have adopted plans to promote taller, denser residential development near transit in consultation with the community but fall short of the bill's rigid minimum requirements. The alternative plan would still be required to meet or exceed the required development near transit as determined by HCD across all transit-oriented development zones within the jurisdiction without accounting for infrastructure constraints, environmental hazards, or community design goals unique to each jurisdiction. For example, a community may want to distribute density around the jurisdiction due to its infrastructure capacity. However, they must still meet the minimum requirements of the bill, regardless of whether they make sense for the community or the design of the jurisdiction. In short, the flexibility is about how to meet the state's requirements – not whether those requirements make sense for the community.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, the City of Burbank strongly opposes SB 79.
Thank you for your time and consideration.

Sincerely,

Nikki Perez

Mayor, City of Burbank

cc: Senator Caroline Menjivar
Assemblymember Nick Schultz
Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 4, 2025

California State Assembly
Committee on Housing and Community Development
1020 N Street, Room 156
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Haney,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 grants transit agencies unchecked land-use authority over properties they own or lease, with no requirement that these developments include housing—let alone affordable housing. Instead of facilitating responsible transit-oriented development, this bill:

1. **Eliminates Local Control** – SB 79 overrides city zoning and planning authority, giving transit agencies unilateral power to determine height, density, and design standards without any local government input.
2. **Weakens Community Engagement** – The bill eliminates opportunities for residents to provide feedback on developments that directly impact their neighborhoods.
3. **Ignores Affordable Housing Needs** – SB 79 does not mandate that new developments include affordable housing, failing to address California's critical housing shortage for low- and moderate-income families.
4. **Allows 100% Commercial Projects** – The bill permits transit agencies to develop fully commercial projects, even at key transit locations, without providing a single new home.
5. **Bypasses Environmental Review** – The bill allows significant developments to proceed without appropriate environmental assessments, potentially affecting infrastructure, and community resources.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We appreciate your consideration and welcome the opportunity to discuss alternative solutions that support housing growth while preserving local decision-making and community engagement.

Sincerely,

Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 4, 2025

California State Assembly
Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Chair Carrillo,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

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Sincerely,



Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

September 17, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: **REQUEST TO VETO SB 79 (Wiener): Housing development: Transit-Oriented Development**

Dear Governor Newsom,

On behalf of the Burbank City Council, I am writing to express our **strong** opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities in urban transit counties defined as "a county with more than 15 rail stations" to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input. Similarly, cities in non-urban transit counties near specific transit stops would need to approve development projects by right, up to five stories high, with a density of 80 homes per acre.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement on or before January 1, 2026, within a half mile of a transit stop. Transit agencies would have the power to determine nearly all aspects of the development including height, density, and design, without any regard to local zoning or planning.

The City of Burbank appreciates the author's desire to include an alternative transit-oriented development plan; however, as currently drafted, the local government has the option to do this through an additional analysis in the local government's housing element or through the adoption of an ordinance with approval from the Department of Housing and Community Development (HCD). In the AB 650 Senate Appropriations Analysis, HCD has determined that it will cost $11.1 million annually and 52 new staff positions to provide more clarity in the housing element review process. SB 79 would

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add additional requirements for state review, increasing workloads, and making it more likely that local governments will not get their housing elements or ordinances approved promptly.

Finally, the local flexibility provided in the measure is minimal at best. The bill does not provide exemptions for cities that have adopted plans to promote taller, denser residential development near transit in consultation with the community but fall short of the bill's rigid minimum requirements. The alternative plan would still be required to meet or exceed the required development near transit as determined by HCD across all transit-oriented development zones within the jurisdiction without accounting for infrastructure constraints, environmental hazards, or community design goals unique to each jurisdiction. For example, a community may want to distribute density around the jurisdiction due to its infrastructure capacity. However, they must still meet the minimum requirements of the bill, regardless of whether they make sense for the community or the design of the jurisdiction. In short, the flexibility is about how to meet the state's requirements – not whether those requirements make sense for the community.

The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, **the City of Burbank strongly opposes SB 79 and urges you to veto the bill**.

Thank you for your time and consideration.

Sincerely,

Nikki Perez

Mayor, City of Burbank

cc: Senator Caroline Menjivar
Assemblymember Nick Schultz
Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

April 4, 2025

The Honorable Scott Wiener
California State Senate
1021 O Street, Suite 8620
Sacramento, CA 95814

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Senator Wiener,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

SB 79 grants transit agencies unchecked land-use authority over properties they own or lease, with no requirement that these developments include housing—let alone affordable housing. Instead of facilitating responsible transit-oriented development, this bill:

1. **Eliminates Local Control** – SB 79 overrides city zoning and planning authority, giving transit agencies unilateral power to determine height, density, and design standards without any local government input.
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3. **Ignores Affordable Housing Needs** – SB 79 does not mandate that new developments include affordable housing, failing to address California's critical housing shortage for low- and moderate-income families.
4. **Allows 100% Commercial Projects** – The bill permits transit agencies to develop fully commercial projects, even at key transit locations, without providing a single new home.
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The City of Burbank has proactively worked to accommodate new housing through our state-certified Housing Element as well as through several Specific Plans currently being developed while balancing responsible growth with community needs. SB 79 undermines this effort by imposing a one-size-fits-all approach that disregards the unique characteristics of local communities.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We appreciate your consideration and welcome the opportunity to discuss alternative solutions that support housing growth while preserving local decision-making and community engagement.

Sincerely,



Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
Senator Caroline Menjivar
Assemblymember Nick Schultz
Senate Housing Committee
Senate Local Government Committee
California League of Cities

CITY OF BURBANK

OFFICE OF THE MAYOR

June 11, 2025

Assemblymember Nick Schultz
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0044

RE: **Opposition to SB 79 (Wiener) – Transit-Oriented Development Authorization**

Dear Assemblymember Schultz,

On behalf of the Burbank City Council, I am writing to express our strong opposition to Senate Bill 79, which would require cities to ministerially approve high-density residential projects of up to seven stories near public transit stops, regardless of existing local zoning codes and community input. While we share the goal of increasing housing production, SB 79 removes critical local oversight, disregards community planning efforts, and undermines state-mandated housing elements.

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For these reasons, the Burbank City Council respectfully opposes SB 79. We urge you to carefully consider the potential consequences of SB 79 and to vote against this bill. Thank you for your time and consideration.

Sincerely,

Nikki Perez
Mayor, City of Burbank

cc: Kyra Emanuels Ross, Emanuels Jones & Associates
California League of Cities

California Department of Housing and Community Development

SB 79 Advisory Clarifications on Definitions for Metropolitan Planning Organizations

On the Implementation of Senate Bill 79 (Chapter 512, Statutes of 2025)

Housing Policy Development Division
March 20, 2026

Introduction

The Association of Bay Area Governments (ABAG), Sacramento Area Council of Governments (SACOG), San Diego Association of Governments (SANDAG), and Southern California Association of Governments (SCAG) requested early consultation with the California Department of Housing and Community Development (HCD) on the implementation of SB 79, including clarification of certain definitions to facilitate the metropolitan planning organizations' (MPO) ability to complete their statutory mapping role in a consistent manner across the state. In response, HCD facilitated several meetings with MPOs, in consultation with Caltrans, with the goal of arriving on definitions of key terms in the statute.

MPOs also requested that HCD issue a memo in advance of the statute's July 1, 2026 operative date to assist MPOs with consistent implementation of SB 79 mapping across the regions. This memo is advisory and consolidates definitions discussed with MPOs, in consultation with Caltrans, which HCD has compiled at the MPOs' request to support carrying out their duties under Government Code section 65912.160, subdivision (f).

Executive Summary of SB 79

SB 79 makes qualified transit-oriented housing developments an allowed use on sites zoned for residential, mixed-use, or commercial development that are located near specified transit stops in urban transit counties with more than 15 passenger rail stations. Governor Newsom signed SB 79 into law on October 10, 2025, and the law is codified in Government Code Chapter 4.1.5 (Transit-Oriented Development), which includes sections 65912.155 through 65912.162.

HCD is tasked with overseeing compliance with SB 79,[1] including reviewing enacted SB 79 ordinances[2] and Transit-Oriented Development (TOD) Alternative Plans[3] and determining their compliance with state law. HCD is also required to promulgate standards for inclusion of SB 79 sites in the housing element sites inventory.[4] In addition, SB 79 requires that each MPO must create a map of TOD stops and zones within its region by tier, and the maps carry a rebuttable presumption of validity for use by project applicants and local governments.[5]

[1] Gov. Code, § 65912.160, subd. (a).
[2] Gov. Code, § 65912.160, subd. (d).
[3] Gov. Code, § 65912.161, subd. (d).
[4] Gov. Code, § 65912.160, subd. (b).
[5] Gov. Code, § 65912.160, subd. (f).

Clarifications on Definitions

Based on discussions with ABAG/MTC, SACOG, SANDAG, and SCAG, and in consultation with Caltrans, the following key definitions are intended to facilitate consistent implementation of SB 79. The left-hand column is the definition or reference in the statute, while the right-hand column provides advisory clarifications informed by input from MPOs and Caltrans.

Adjacent

"Adjacent" means within 200 feet of any pedestrian access point to a transit-oriented development stop. *Gov. Code, § 65912.156, subd. (a)*	The edge of the parcel(s) associated with the proposed housing development project is within 200 feet of any pedestrian access point to a TOD stop.

Bus Service

…[B]us service meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code. *Gov. Code, § 65912.156, subd. (o)* *Full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.* *Public Resources Code, § 21060.2, subd. (a)(1)*	A public mass transit service that includes full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. A qualifying bus service TOD stop is a location where the bus stop is adjacent to a full-time dedicated transit lane and the average bus service intervals across the combined morning and afternoon peak periods is 15 minutes or less.

Commuter Rail

"Commuter rail" means a public rail transit service not meeting the standards for heavy rail or light rail, excluding California High-Speed Rail and Amtrak Long Distance Service. *Gov. Code, § 65912.156, subd. (b)*	A public rail transit service that is not any of the following: heavy or light rail, California High-Speed Rail, Amtrak Long Distance Service, or privately operated passenger rail service. A commuter rail can include planned high or very high frequency commuter rail public rail transit service, including those managed by state-supported Joint Powers Authorities (e.g., Gold Runner, Capitol Corridor, Pacific Surfliner).

Commuter Rail, High-Frequency

"High-frequency commuter rail" means a commuter rail service operating a total of at least 48 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail, at any point in the past three years.

Gov. Code, § 65912.156, subd. (e)

A commuter rail service operating an average of at least 48 trains per weekday across all directions at any point in the past three years, not including temporary service changes of less than one month or unplanned disruptions, and not meeting the standard for very high frequency commuter rail. The average is the sum of the number of scheduled stops at a station for a commuter rail service for all weekdays, divided by five weekdays.

In assessing whether a station meets this threshold, frequency is based on the total number of trains serving the station, including trains operated by multiple commuter rail services where applicable. This approach reflects the overall level of transit access and frequency experienced by riders at a given stop.

Commuter Rail, Very High Frequency

"Very high frequency commuter rail" means a commuter rail service with a total of at least 72 trains per day across both directions, not including temporary service changes of less than one month or unplanned disruptions, at any point in the past three years.

Gov. Code, § 65912.156, subd. (r)

A commuter rail service operating an average of at least 72 trains per weekday across all directions at any point in the past three years, not including temporary service changes of less than one month or unplanned disruptions. The average is the sum of the number of scheduled stops at a station for a commuter rail service for all weekdays, divided by five weekdays.

In assessing whether a station meets this threshold, frequency is based on the total number of trains serving the station, including trains operated by multiple commuter rail services where applicable. This approach reflects the overall level of transit access and frequency experienced by riders at a given stop.

Heavy Rail Transit

"Heavy rail transit" means a public electric railway line with the capacity for a heavy volume of traffic using high-speed and rapid acceleration passenger rail cars operating singly or in multicar trains on fixed rails, separate rights-of-way from which all other vehicular and foot traffic are excluded, and high platform loading. "Heavy rail transit" does not include California High-Speed Rail.

Gov. Code, § 65912.156, subd. (d)

A public electric railway line that includes all the following:

- Has capacity for a heavy volume of traffic,
- Uses high-speed and rapid acceleration passenger rail cars,
- Operates singly or in multicar trains on fixed rails,
- Operates in a separate right-of-way from which all other vehicular and foot traffic are excluded, and
- Stops at stations with high platform loading (i.e., where the platforms are built at the same height as the train floor).

Heavy rail transit lines typically use a third rail power source. Heavy rail transit does not include California High-Speed Rail.

Light Rail Transit

"Light rail transit" includes streetcar, trolley, and tramway service. "Light rail transit" does not include airport people movers.

Gov. Code, § 65912.156, subd. (h)

An electric railway line that is not a "heavy rail transit" line which typically draws power from overhead wires. Includes, but is not limited to, streetcar, trolley, and tramway service. Does not include airport people movers or cable cars.

Passenger Rail Station

[Undefined]

"Urban transit county" means a county with more than 15 passenger rail stations.

Gov. Code, § 65912.156, subd. (q)

A passenger rail station includes all forms of public heavy rail, light rail, or commuter rail stations that are in active operation and provide regular service. A passenger rail station does not include planned rail stations that are not yet in service. A passenger rail station occupying one physical location counts as a single station, even if multiple rail services utilize the station.

Pedestrian Access Point

[Undefined]

"Adjacent" means within 200 feet of any pedestrian access point to a transit-oriented development stop.

Gov. Code, § 65912.156, subd. (a)

For purposes of this chapter, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

Gov. Code, § 65912.157, subd. (b)

A pedestrian access point is any applicable station entrance, boarding platform access point, or location of a transit stop as defined and depicted on the applicable MPO SB 79 map. MPOs may rely on General Transit Feed Specification (GTFS) data, if provided by individual transit providers within each region, and may add additional pedestrian access points for TOD stops with multiple entrances.

Project Site

[Undefined]

A housing development project shall be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the applicable of all of the following requirements:

Gov. Code, § 65912.157, subd. (a)

For purposes of this chapter, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

Gov. Code, § 65912.157, subd. (b)

Parcel(s) containing the proposed housing development project.

Rail Transit

"Rail transit" has the same meaning as defined in Section 99602 of the Public Utilities Code.

Gov. Code, § 65912.156, subd. (k)

[No clarification]

Same meaning as defined in Section 99602 of the Public Utilities Code, which is a rail mass transportation operation usually within an urban area, generally characterized by more frequent service over shorter distances than normally provided by commuter rail service or intercity rail service, and operating on a rail line without any or with very limited rail freight service.

Transit-Oriented Development (TOD) Stop

"Transit-oriented development stop" means a major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by heavy rail transit, very high frequency commuter rail, high frequency commuter rail, light rail transit, or bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code. When a new transit route or extension is planned that was not identified in the applicable regional transportation plan on or before January 1, 2026, those stops shall not be eligible as transit-oriented development stops unless they would be eligible as Tier 1 transit-oriented development stops. If a county becomes an urban transit county subsequent to July 1, 2026, then bus service in that county shall remain ineligible for designation of a transit-oriented development stop.

Gov. Code, § 65912.156, subd. (p)

A TOD stop is any of the following:

- An existing or planned transit station or stop identified in a region's federally or state-mandated transportation improvement program (TIP) that is served by any of the following: light rail or heavy rail, high-frequency or very high-frequency commuter rail, or eligible bus service (see also "Bus Service"). Planned TOD stops in a region's TIP may be limited to include only those with any amount of committed construction funding.
- Selected preferred alternative route stops from an adopted CEQA/NEPA document, an adopted locally preferred alternative (LPA), or other local implementing document as determined by the MPO, regardless of their status in a federally or state mandated TIP.

TOD Stop, Tier 1

"Tier 1 transit-oriented development stop" means a transit-oriented development stop within an urban transit county served by heavy rail transit or very high frequency commuter rail.

Gov. Code, § 65912.156, subd. (n)

An existing or planned TOD stop within an urban transit county that is served by heavy rail transit or very high-frequency commuter rail.

TOD Stop, Tier 2

"Tier 2 transit-oriented development stop" means a transit-oriented development stop within an urban transit county, excluding a Tier 1 transit-oriented development stop, served by light rail transit, by high-frequency commuter rail, or by bus service meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code.

Gov. Code, § 65912.156, subd. (o); Public Resources Code, § 21060.2, subd. (a)(1)

An existing or planned TOD stop within an urban transit county (excluding a Tier 1 TOD Stop) that is served by light rail transit, high-frequency commuter rail, or qualifying bus service. See also "Bus Service."

TOD Zone

"Transit-oriented development zone" means the area within one-half mile of a transit-oriented development stop.

Gov. Code, § 65912.156, subd. (m)

[No clarification]

The area within one-half mile of a TOD stop.

Unincorporated Area of a County

[Undefined]

This section shall not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan deemed compliant by the department before July 1, 2026. It shall not apply within an unincorporated area of a county until the 7th regional housing needs allocation cycle.

Gov. Code, § 65912.157, subd. (n)

An area that does not have its own local government and is governed as part of a larger administrative division, such as a county.

SB 79 does not apply to an unincorporated area of a county until the date that its 7th cycle housing element is due (i.e., at the beginning of the eight-year planning period), although the portion within the TOD Zone of a qualifying jurisdiction is eligible for provisions under SB 79,

	even where the TOD Stop is located in an unincorporated jurisdiction.

Urban Transit County

"Urban transit county" means a county with more than 15 passenger rail stations. *Gov. Code, § 65912.156, subd. (q)*	[No clarification] A county with more than 15 passenger rail stations.

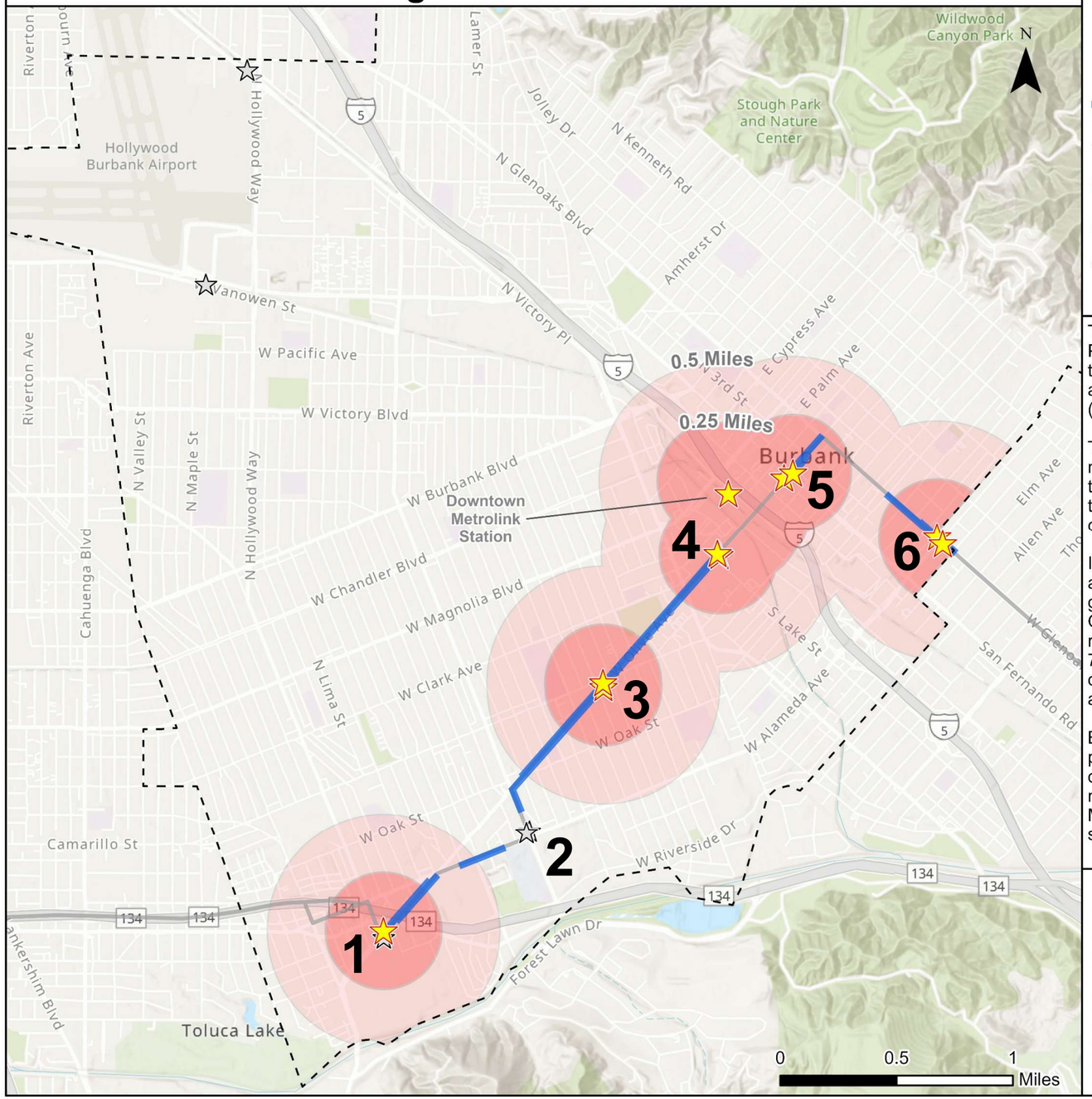
Existing Rail Typologies

Based on the advisory clarifications of statutory definitions, and in response to MPO requests, the following classifications for existing rail typologies for the purpose of SB 79 implementation are provided in the table below. This table does not reflect rail typologies for rail services that have yet to be constructed or enter into operation. Note: Not all commuter rail stops and stations are necessarily TOD stops; to be a TOD stop, it must meet the definitions in the statute as clarified above.

Heavy Rail	Light Rail	Commuter Rail
▪ Bay Area Rapid Transit (BART): All except eBART Pittsburg Center, Antioch stations ▪ Los Angeles (LA) Metro Rail: B, D Lines	▪ LA Metro Rail (A, C, E, K Lines) ▪ Sacramento Regional Transit (SacRT) ▪ San Diego Metropolitan Transit System (MTS) Trolley ▪ San Francisco Municipal Railway (Muni) Metro and Streetcar ▪ Santa Clara Valley Transportation Authority (VTA) Light Rail	▪ Altamont Corridor Express (ACE) ▪ Arrow ▪ BART (eBART Pittsburg Center, Antioch stations only) ▪ Caltrain ▪ Capitol Corridor ▪ Coaster ▪ Metrolink ▪ Pacific Surfliner ▪ San Joaquins (Gold Runner) ▪ Sonoma-Marin Area Rail Transit (SMART) ▪ Sprinter

Pursuant to these classifications, SB 79's upzoning provisions (Gov. Code, § 65912.157) will take effect on July 1, 2026, in Alameda, Los Angeles, Sacramento, San Francisco, San Mateo, Santa Clara, and San Diego Counties. Under the statute, applicability is tied to the presence of qualifying transit infrastructure within a county. Accordingly, the geographic scope of SB 79 is dynamic and will modify over time, including when additional qualifying rail or transit projects are completed and placed into service.

Metro Preferred BRT Alignment and SB 79 TOD Areas



Legend

- Qualifying SB TOD Stop (Tier 2)
- Non-qualifying BRT/Metrolink Stop
- Metro Dedicated Bus Lane
- BRT Route
- Qualifying SB 79 TOD Areas 1/4 Mile
- Qualifying SB 79 TOD Areas 1/2 Mile
- City Boundaries

This map illustrates the North Hollywood to Pasadena Bus Rapid Transit (BRT) System route through the City of Burbank, Metrolink Stations, and respective stops in relation to Senate Bill 79 (SB 79).

The shaded buffer zones measure 1/4- and 1/2-mile distances around these transit facilities within the City of Burbank and their status as potential transit-oriented development (TOD) stops consistent with the provisions of SB 79.

In March 2026, California's Department of Housing and Community Development (HCD) issued guidelines to assist Metropolitan Planning Organizations (MPOs) in producing official SB 79 regional maps. The guidelines define qualifying SB 79 TOD stops as transit facilities where a full-time dedicated bus lane is within 200 feet of pedestrian access points.

Based on HCD's guidelines, and under Metro's preferred BRT alignment to operate in full time dedicated lanes throughout most of the City, the majority of BRT stops, and the Downtown Burbank Metrolink Station, would qualify as SB 79 TOD stops.

SB 79 Current Bill Version: 10/10/2025

Disclaimer: SB 79 requires that the Southern California Association of Governments (SCAG) create a map of the City's transit-oriented development (TOD) stops and zones by tier, as designated by SB 79, and in accordance with any guidance prepared by the Department of Housing and Community Development. The Burbank Community Development Department has developed this map based on the 'Department's initial analysis of the language contained in Senate Bill 79 and subsequent California Department of Housing and Community Development's published guidelines. The map is in draft format and is intended for exploratory purposes only. Updated SB 79 maps will be released as new information becomes available and if any changes to potential TOD stops are identified.

May 2026

CITY OF BURBANK
COMMUNITY DEVELOPMENT DEPARTMENT
150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459
www.burbankca.gov

January 30, 2026

Mr. Ray Sosa, Chief Planning Officer
Mr. Timothy Lindholm, Chief Program Management Officer
Metropolitan Transportation Authority
Attn: North Hollywood to Pasadena Bus Rapid Transit Corridor Project
One Gateway Plaza
Los Angeles, CA 90012

RE: Senate Bill 79 Subsequent Environmental Review for the Metro North Hollywood to Pasadena Bus Rapid Transit Corridor Project

Dear Mr. Sosa and Mr. Lindholm:

The City of Burbank (Burbank) is reviewing 100% plans for the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) and believes that Senate Bill 79's (SB 79) mandatory upzoning constitutes new information that changes the circumstances under which the BRT was proposed and renders its Final Environmental Impact Report (EIR) legally inadequate. Burbank respectfully requests Metro conduct subsequent environmental review under the California Environmental Quality Act (CEQA) to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases.

Metro's Draft and Final EIR's for BRT were considered by Burbank on December 8, 2020, and April 12, 2022, respectively. On March 26, 2024, Burbank's City Council approved a Cooperative Agreement with Metro for Design and Construction of the BRT. The BRT EIR determined the Project would have a less-than-significant Land Use and Planning Impact because it was limited to operating entirely within existing transportation corridors and would not impact land uses.[1] In other words, the EIR assumed the BRT would not implicate or require increases in building height, density, and floor area ratios for future development that could conflict with a land use plan, policy or regulation of any agency with jurisdiction over the Project. SB 79 changed that fundamental assumption.

SB 79 was signed on October 10, 2025, and is generally effective July 1, 2026. The law requires housing development projects proposed within one-half mile of qualifying transit-oriented development stops

[1] Metropolitan Transportation Authority, Draft Environmental Impact Report: North Hollywood to Pasadena Bus Rapid Transit Corridor Project (SCH# 2019060110), October 2020, Ch. 4, p. 4-14

be allowed at substantially higher densities than permitted under Burbank's General Plan (including the 2021-2029 Housing Element), zoning code and proposed specific plans, including in single-family residential zones. Burbank's permitted multifamily residential housing densities range from 0 to 43 units per acre in residential zones and between 20 and 87 units per acre in commercial and other non-residential zones. SB 79 would permit approximately 140 units per acre adjacent to qualifying transit stations and 80 to 100 units per acre in zones within one-half mile from those stations, which include single-family residential.

As Burbank evaluated Metro's BRT Draft and Final EIRs, it approved its 6th Cycle Housing Element, which demonstrated zoning capacity for more than 10,000 additional housing units, and commenced several specific plans to, among other things, identify appropriate zoning and development incentives to accommodate up to 26,836 additional housing units in the next 10 years. The CEQA analysis for the Housing Element and several specific plans conclude significant and unavoidable impacts to Burbank's sewage conveyance and treatment system and find electricity demand from future housing growth will similarly require a substantial increase in Burbank's power system interconnection capacity. Adding substantially more residential density around SB 79-qualifying transit-oriented development stops, not previously studied under CEQA, will exacerbate these impacts.

The BRT project description in the Draft and Final EIRs circulated and approved by the Metro Board of Directors on April 28, 2022, was limited to operating a bus rapid transit service and stations in existing transportation corridors and did not include any residential transit-oriented development. SB 79 and its imposition of higher residential densities around BRT stations presents substantial new information that could not have been known, which is of substantial importance to the project, and will have significant and unavoidable impacts to Burbank's infrastructure that have not been analyzed or considered.

Therefore, Burbank formally requests Metro, the lead agency for BRT, commence subsequent environmental review to determine potentially significant environmental impacts around any SB 79 "transit-oriented development stops" located within the City.

Sincerely,

Patrick Prescott
Community Development Director

Cc: Justin Hess, City Manager
Joseph McDougall, City Attorney
Burbank City Council

COMMUNITY
DEVELOPMENT

February 17, 2026

SENT VIA ELECTRONIC MAIL

Mr. Anthony DeFrenza, Project Manager
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Re: City of Burbank Review of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) 100 Percent Plans

Dear Mr. DeFrenza:

The City of Burbank has completed reviewing 100 percent plans for the Metropolitan Transportation Authority (Metro) North Hollywood to Pasadena Bus Rapid Transit Corridor (BRT) Project and has delivered comments to Metro on Tuesday, February 17, 2026 as agreed under the terms set by the Cooperative Agreement. The City's comments are being made for project plans that include bus lanes on a portion of the alignment within the City.

As discussed in the City's letter to Metro on January 30, 2026, the City believes that Senate Bill 79's (SB 79) mandatory upzoning constitutes new information that changes the circumstances under which the BRT project was proposed and renders its Final Environmental Impact Report (EIR) legally inadequate. SB 79 and its imposition of higher residential densities around BRT stations presents substantial new information that could not have been known, which is of substantial importance to the project, and will have significant and unavoidable impacts to Burbank's infrastructure that have not been analyzed.

As a Responsible Agency for the Project under the California Environmental Quality Act (CEQA), Burbank cannot issue a construction permit for the BRT Project until Metro conducts subsequent environmental review to analyze, publicly disclose and mitigate potential significant environmental impacts of any BRT stations that qualify for SB 79 density increases as a "transit-oriented development stop."

Public Resources Code Section 65912.156(p) defines a transit-oriented development stop as a "major transit stop, as defined by Section 21064.3 of the Public Resources Code, and also including stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program, that is served by…bus service within an urban transit county meeting the standards of paragraph (1) of subdivision (a) of Section 21060.2 of the Public Resources Code." Under this definition, the City believes the BRT Project constructed with no bus lanes will not trigger SB 79 and thus, would not require subsequent environmental review. If the state definitions change or new information becomes available, suggesting SB 79 will apply to bus stops served by mixed-flow bus lanes, the City's position will likewise be that subsequent CEQA review is required for the BRT Project with mixed-flow lanes.

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In addition, in 2022 as part of its review of the EIR, the City Council adopted a position that the BRT Project shall be implemented with mixed-flow operations on Olive Avenue between Buena Vista Street and Lake Street. Metro's 100 percent plans show dedicated bus lanes on this segment. Aside from City's inability to issue a permit due to SB 79, the City also cannot issue a construction permit for the project because bus lanes are still shown on this segment. The City's request for mixed-flow on this segment of Olive Avenue has been previously communicated to Metro at the 60 and 85 percent plan level, as well as through various coordination meetings between the two agencies.

In conclusion, the City has delivered comments on Metro's 100 percent plans as required by the Cooperative Agreement but cannot issue a construction permit for the BRT Project based on the approval of SB 79. In order for the City to consider issuing a permit, Metro must either conduct subsequent environmental review or remove all bus lanes from the BRT Project plans.

Sincerely,



David Kriske
Assistant Community Development Director, Transportation

Cc: Patrick Prescott, Community Development Director
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director- City Engineer
Fred Ramirez, Assistant Community Development Director

March 5, 2026

VIA EMAIL

Mr. Patrick Prescott, Community Development Director
City of Burbank, Community Development Department
150 North Third Street, P.O. Box 6459
Burbank, California 91510-6459

RE: Senate Bill 79 Subsequent Environmental Review for the Metro North Hollywood to Pasadena Bus Rapid Transit Corridor Project; Denial of Request

Dear Mr. Prescott:

The North Hollywood to Pasadena BRT Corridor was identified by the Los Angeles County Metropolitan Transportation Authority (Metro) in the 2013 Countywide Bus Rapid Transit and Street Design Improvement Study as one of the region's most heavily traveled transit corridors without a premium bus service. In November 2016, LA County voters agreed to tax themselves and fund $267 million for BRT along this very corridor through the passage of Measure M; Metro and local jurisdictions have a commitment to deliver on this voter-approved project. By March 2017, Mero developed initial BRT concepts for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project). Following additional study and extensive stakeholder outreach, a refined Project was carried into environmental review, and in April 2022, the Metro Board approved the Project and certified the Final EIR.

When completed, the 19-mile-long BRT will provide a premium transit service connecting the San Fernando and San Gabriel Valleys and several major destinations along the corridor. Featuring dedicated bus lanes, transit signal priority, all-door boarding, and 22 enhanced stations, the project will greatly improve transit travel times and reliability, offering a sustainable, rail-like experience for thousands of daily riders. With the implementation of bus lanes on Olive Ave and Glenoaks Blvd, the BRT is anticipated to be 20-25% faster than if it operated in mixed flow traffic and up to 40% faster than existing local bus service, carrying approximately 35,000 daily riders, equivalent to two-times the capacity of the Hollywood Bowl.

Your January 30, 2026, letter asserts that Metro must recirculate the EIR for the Project in light of Senate Bill 79's passage. Metro, respectfully, disagrees with your analysis and declines to conduct further environmental review for the Project as requested.

Your letter suggests that SB 79 requires Metro to reopen the environmental review process for the Project, presumably referring to CEQA's provisions in Public Resources Code section 21166 and CEQA Guidelines section 15162. Those provisions do not apply here where no further discretionary approvals are required for the Project. As outlined below, the adoption of statewide legislation that could potentially result in development or redevelopment of parcels near Project stops does not require Metro to re-open an environmental review concluded nearly four years ago.

1. Metro's previous approval is not the triggering event for SB 79 "upzoning."

   Neither Metro's approval of the Project nearly four years ago nor Metro's further development of the Project is the event that triggers SB 79's upzoning requirements. Rather, the Project stations already qualified as "transit-oriented development stops" under SB 79's statutory definition when the bill was signed into law in October 2025. Metro's approval of the Project was not the triggering event that created transit-oriented development stops under SB 79.

   Government Code section 65912.156(p) defines "transit-oriented development stop" to include approved major transit stops served by bus service. Critically, the definition extends beyond existing, operational transit stops to include forward-looking planned transit: "stops on a route for which a preferred alternative has been selected or which are identified in a regional transportation improvement program." (Gov. Code § 65912.156(p).) The Project already satisfied both of these criteria when SB 79 was enacted in October of 2025, as Metro approved the locally preferred alternative prior to approving the Project in April of 2022 and the Project was identified in the 2016 and 2020 Regional Transportation Plan/Sustainable Communities Strategies.

   Thus, when Governor Newsom signed SB 79 into law on October 10, 2025, the statute's definition of "transit-oriented development stop" immediately applied to the Project's stations based on these pre-existing facts. Metro's prior certification of the Final EIR and approval of the Project for construction and implementation did not create the "transit-oriented development stop" designation and did not trigger SB 79's upzoning requirements.

   In short, the upzoning is a consequence of the Legislature's housing policy decision, not a consequence of Metro's transportation infrastructure decision, and therefore, the Project is not the triggering event.

2. Development pursuant to SB 79 is not a reasonably foreseeable consequence of the Project.

   Moreover, future development that may occur pursuant to SB 79 is not a reasonably foreseeable consequence of the Project. Under CEQA, an agency must analyze future actions only if they are both (1) a reasonably foreseeable consequence of the initial project and (2) likely to change the scope or nature of the initial project or its environmental effects. (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376, 396.) Development under SB 79 fails this test.

   First, any development that might occur as a result of SB 79 is not reasonably foreseeable. SB 79 does not propose any specific projects, set construction deadlines, or require development to occur. Whether housing is ultimately built near any particular station will depend on future market conditions, decisions by property owners, financing, local objective standards, infrastructure capacity, and, where applicable, subsequent project level approvals or ministerial processing by the City. These conditions are particularly unpredictable at any particular site in the SB 79 context where such large swaths of similarly situated land are simultaneously upzoned across several jurisdictions. CEQA does not require an EIR to hypothesize about how, when, or whether these independent factors may converge. The nature, extent, location, timing, and environmental impacts of such development are too

speculative for evaluation. (See, e.g., The Committee for Tiburon LLC v. Town of Tiburon (Feb. 2, 2026, A171983) ___ Cal.5th ___ CEQA review is 'not triggered where there is not yet an identifiable impact as until that point, the review process [cannot] be meaningful'." (Id. at pp. 19-20.)

Second, development under SB 79 is not a consequence of the Project. The statute applies equally to existing transit stops (including three Metrolink stations in Burbank), planned stops on other transit lines, and stops identified in regional transportation plans throughout the state. Any housing enabled by SB 79 is caused by a legislative act of general applicability, not from Metro's decision to approve the Project.

Finally, the potential that parcels near the Project's stops might be developed at higher densities in the future does not change the scope of the Project. The Project, as noted, was approved nearly four years ago, and the City is currently reviewing 100% plans. Simply put, future higher density development is not a reasonably foreseeable consequence of the Project.

3. Requiring analysis of exempt ministerial projects would invert CEQA.

Finally, CEQA does not require preemptive analysis of ministerial housing projects. SB 79 housing projects that qualify for ministerial streamlining are, by definition, not subject to discretionary CEQA review. Requiring the EIR to analyze hypothetical future ministerial projects would invert CEQA's structure by forcing speculation about projects that, if proposed, would not undergo environmental review themselves.

The Legislature exempts ministerial projects from CEQA review based on a policy determination that projects meeting objective development standards do not require individualized environmental analysis. The ministerial exemption reflects a legislative judgment that when development complies with predetermined, objective criteria, the environmental consequences are adequately addressed through the standards themselves rather than through project-by-project review. If the Legislature determined that compliant SB 79 projects need not undergo environmental review when actually proposed and approved, it defies logic to require Metro to speculate about their environmental impacts years in advance when the projects are purely hypothetical.

This would mean more environmental review occurs for projects that never materialize than for projects that are actually built. Metro would expend resources analyzing speculative development scenarios, while the agencies with jurisdiction over actual development and actual knowledge of project details would conduct no environmental review at all. This outcome contradicts CEQA's purpose of providing useful information to decision-makers about projects they are approving.

The ministerial nature of many SB 79 projects also reinforces that such developments have independent utility from the Project. Projects qualify for ministerial approval when they meet objective standards and serve important state housing policy objectives. Their approval is not contingent on Metro's transit project, does not require Metro's participation, and proceed based on developers' independent business decisions and state housing policy, not based on Metro's transit infrastructure decisions.

For these reasons, Metro respectfully declines to recirculate the EIR for the Project in response to the passage of SB 79. In alignment with the Master Cooperative Agreement (MCA) signed between Metro and the City of Burbank, we remain committed to working with the city to deliver this voter-approved, high-quality, bus rapid transit service between North Hollywood and Pasadena.

Sincerely,

Ray Sosa

Ray Sosa
Chief Planning Officer

cc: Stephanie Wiggins, Metro, CEO
Tim Lindholm, Chief Program Management Officer
Mr. Justin Hess, City Manager
Mr. Joseph McDougall, City Attorney
Burbank City Council

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

March 18, 2026

David Kriske
Assistant Community Development Director, Transportation
City of Burbank

Dear Mr. Kriske,

Metro is in receipt of your February 17, 2026 letter regarding the City of Burbank's review of the 100 percent plans for the North Hollywood to Pasadena Bus Rapid Transit (BRT) Corridor (Project). We appreciate the City's continued engagement and the completion of this phase of review. At the same time, aspects of the City's letter raise concerns regarding alignment with the Cooperative Agreement for the Design and Construction of the BRT Project (MCA). As you know, the MCA reflects a shared commitment between Metro and the City to advance a high-priority regional project, including the City's agreement to provide expedited review and approvals in support of timely delivery.

Specifically, the City executed the MCA in October 2024, promising to cooperate with Metro's NoHo to Pasadena BRT Project and at 1.1(a) "The City acknowledges the NoHo to Pasadena Project is a high priority public works project and will provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, and other authority to be exercised by the City relating to the NoHo to Pasadena Project in accordance with the terms of this Agreement." The City further understood the Project Definition in Exhibit 1 that the Project was to be a new BRT system, which would operate "with various configurations of mixed-flow and dedicated bus lanes" with the diagram on Exhibit 3 depicting the Project Site including side running, curb running, and median-running lanes in Burbank, including on Olive Ave., Glenoaks Blvd., and Alameda Ave. The Project Definition specifically indicated that "the Project will greatly enhance service reliability by separating buses from the fluctuating traffic congestions."

Instead of providing Metro with expedited review and approval, your letter indicates that Burbank will entirely refuse to issue any permits so long as the Project contains the elements that would qualify the Project as a BRT project. This is entirely inconsistent with the MCA. Predicating issuing permits or project approvals on removal of dedicated bus lanes puts the City in breach of the MCA.

Additionally, Metro notes that the current set of comments includes new concerns regarding dedicated bus lanes that were not raised in earlier phases of design. While the City previously commented on bus lanes on Olive Ave. (between Buena Vista and Lake Ave), at no time did any objections to dedicated bus lanes appear in any prior comments as to the remainder of the streets on the BRT Project alignment. Inclusion of this new issue violates the MCA at Exhibit 7 section 3.3 which provides: "The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City." These new objections at the 100% design phase directly violate the terms of the MCA. The newly raised

objections to eliminate dedicated bus lanes within the City of Burbank are inconsistent with fundamental characteristics of the BRT project as approved by the Metro Board and negatively impacts the ability to deliver on the speed, reliability and premium transit objectives defined in the Board approved project. These characteristics were fully described in the MCA and agreed upon by the City.

The MCA contemplates consistency across review stages. Metro has advanced design and procurement activities in the amount of $43.7 million in reliance on the MCA and the shared objective of delivering meaningful transit improvements on an established schedule, including in advance of the 2028 Olympic and Paralympic Games. The City's new stance in breach of the contract will likely delay the completion of the BRT Project. Any significant changes to the agreed-upon BRT project elements or delays in approvals will result in delay damages incurred by Metro's contractors, support consultants, and will exponentially increase Metro's costs incurred.

Metro's agreement to obtain permits from the City through the MCA was only given because of the City's agreement to collaborate, expedite and prioritize such permit approvals, since Metro is generally not required to obtain permits to construct and operate public transportation projects. According to your letter, the City's decision to breach the MCA is an attempt to stop the growth of affordable housing under SB79. As detailed in our letter dated March 5, 2026 to the City's Transportation Department, no additional environmental reviews are required, nor planned by Metro. The prior approvals of the BRT Project, long before the MCA was executed, have placed the planned and approved BRT alignment into the maps maintained by Southern California Association of Governments (SCAG). Regardless of whether the City breaches the MCA and attempts to block the Project, by-right approvals of housing developments must be allowed by the City pursuant to the terms of SB 79 per Government Code section 65912.160(f) based on the designation by SCAG.

Given the importance of this corridor, Metro remains committed to working collaboratively with the City to resolve these issues and maintain progress. We respectfully request confirmation in writing, within seven days, that the City will continue to implement the MCA in a manner that supports timely review, permitting, and delivery of the Project as approved.

Metro is available to meet at your earliest convenience to discuss a path forward. While we are confident that a collaborative resolution is achievable, Metro reserves all rights under the MCA and applicable law.

We appreciate your attention to this matter and look forward to your response.

Sincerely,



Timothy P. Lindholm

Chief Program Management Officer

cc: Anthony DeFrenza, Metro
Patrick Prescott, Community Development Director City of Burbank
Damien Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
Fred Ramirez, Assistant Community Development Director

COMMUNITY DEVELOPMENT

March 25, 2026

SENT VIA ELECTRONIC MAIL

Mat Antonelli, Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Re: Issue Resolution – Request for Level 2 Decision-Maker Meeting

Dear Mr. Antonelli,

The City of Burbank is in receipt of Metro's March 5, 2026 letter disputing Burbank's call for subsequent environmental review of the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT) made necessary by the land use impacts of SB 79, and its March 18, 2026 letter responding to the City's review of the 100 Percent plans for the BRT. The City denies any breach of the Cooperative Agreement for the Design and Construction of the BRT Project (Cooperative Agreement), denies having raised any new issues regarding the BRT, and shares Metro's interest in cooperation and expeditious resolution.

To that end, this letter formally escalates the outstanding issues identified by the City in its January 30, 2026 and February 17, 2026 communications, as well as all prior communications regarding dedicated bus lanes, to the level 2 dispute resolution process identified by the Cooperative Agreement at Article 9 and in Exhibit 4, Part C, section 2. The City requests a meeting of each party's level 2 decision makers within 10 days of this letter, or on a date and time as mutually agreed, to attempt in good faith to resolve the outstanding issues.

Sincerely,

Patrick Prescott
Community Development Director

Cc:

Timothy Lindholm, Chief Program Management Officer
Anthony Defrenza, Project Manager
Justin Hess, City Manager
Joseph McDougall, City Attorney
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
David Kriske, Assistant Community Development Director – Transportation

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ATTACHMENT 11-1

COMMUNITY DEVELOPMENT

April 22, 2026

SENT VIA ELECTRONIC MAIL

Michael McKenna, Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Re: City of Burbank Response and Offer to Metro re: Level 2 Dispute Resolution

Dear Mr. Antonelli,

Pursuant to the April 2, 2026 meeting between the City of Burbank (City) and Metro regarding the Level 2 dispute resolution process under the Master Cooperative Agreement (MCA), the City is proposing the following terms to resolve the outstanding issues related to review of the 100 percent plans for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (BRT Project) and the land use and infrastructure impacts of SB 79:

1. The Metro Board of Directors adopts an updated locally preferred alternative for the BRT Project that:

    a. Designates Olive Avenue as mixed-flow lanes between Buena Vista and Lake;

    b. Identifies the final station locations included in the 100 percent project plans; and

    c. Designates streets within 200 feet of any pedestrian access point to a station at Olive / Hollywood, Buena Vista / Alameda, Olive / Lake, and Olive / San Fernando as mixed-flow.

2. The BRT Project maintains full-time bus lanes along Glenoaks, south of Providencia into the City of Glendale.

3. Metro and the City execute an amendment to the MCA updating Exhibit 1 [Project Description] and Exhibit 3 [Project Site] to reflect the agreed-upon lane configuration and striping at/near BRT stations, as noted above.

4. Metro coordinates with SCAG to update the project description for the BRT Project that will be used to prepare SB 79 TOD maps.

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5. Upon Metro's and City's execution of an agreement memorializing the foregoing:

    a. The parties agree that no additional environmental review is necessary with respect to SB 79, in compliance with CEQA and applicable law; and

    b. The City issues all required permits upon completed application submittals by Metro, in accordance with the terms and conditions of the MCA.

Please note that to the extent Metro proposes changes or alternatives to the mixed-flow lane configuration on Olive, the City will need to consider such changes/alternatives during open session at an upcoming City Council meeting.

We look forward to a response and hope that a mutually agreeable resolution is reached.

Sincerely,

Patrick Prescott
Community Development Director

Cc:

Nicole Ferrara, Deputy Chief Planning and Development Officer
Marisa Perez, Deputy Chief Community Relations Officer
Anthony DeFrenza, Deputy Executive Officer, Construction Project Manager
Cory Zelmer, Executive Officer, Planning Project Manager

Justin Hess, City Manager
Joseph McDougall, City Attorney
Damian Skinner, Public Works Director
Lifan Xu, Chief Assistant Public Works Director – City Engineer
David Kriske, Assistant Community Development Director

COMMUNITY DEVELOPMENT

March 3, 2026

Mr. Kome Ajise, Executive Director
Southern California Association of Governments
900 Wilshire Boulevard, Suite 1700
Los Angeles, CA 90017

Re: SB 79 Transit-Oriented Development Stop Designations and CEQA Obligations

Dear Mr. Ajise:

The City of Burbank is providing input regarding SCAG's responsibilities under Senate Bill 79 (SB 79) to identify Transit-Oriented Development (TOD) stops around which increased residential development capacity must be permitted.

SB 79 vests SCAG with the responsibility to identify qualifying transit stops and to prepare corresponding TOD maps that will trigger mandatory increases in residential development capacity within specified radii. Given the significant land use, infrastructure, and environmental implications of these designations, the City requests SCAG identify TOD stops for the unbuilt Bus Rapid Transit (BRT) projects in a manner that is consistent with both SB 79 and the California Environmental Quality Act, prior to publishing the TOD maps required under SB 79.

Inability for SCAG to Apply SB 79 TOD Stop Criteria to Unbuilt BRT Transit Projects

The application of the criteria identified in SB 79 for designating TOD stops around unconstructed BRT projects is unclear. This is because the level of project detail needed to apply SB 79 TOD stop criteria for BRT projects is not included in the Regional Transportation Plan's project descriptions and is often not even included in the project description adopted by its lead agency.

In the case of the Metro North Hollywood to Pasadena BRT Project, neither the SCAG Connect SoCal 2020, SCAG Connect SoCal 2024, Metro Long Range Transportation Plan, nor Metro Short Range Transportation Improvement Program, provide the granular, project-level characteristics necessary to confirm whether stops along the project alignment are TOD stops under SB 79. Specifically, SB 79 requires detailed description and limits of a BRT project's full-time dedicated lanes, or locations where BRT projects operate in exclusive right-of-way. The law also requires knowledge of peak service frequencies. None of these project characteristics are known at a project's conceptual or design phase. Furthermore, in the case of the Metro North Hollywood to Pasadena BRT Project, as of the date of this letter these important details are still being determined as

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part of the design process, and may further change between now and the July 1, 2026 deadline for SCAG to identify TOD stops for the project. The City does not believe that SCAG can identify TOD stops along the Metro North Hollywood to Pasadena BRT Corridor project in accordance with the criteria established in SB 79.

Identifying SB 79 TOD Stops is a Project Subject to CEQA Review

The City of Burbank's adopted Housing Element and associated specific plan environmental reviews already identify and evaluate the impacts of projected housing growth consistent with our Regional Housing Needs Allocation (RHNA). Those analyses disclose significant and unavoidable impacts in certain resource areas, even under locally planned growth scenarios.

If SB 79 TOD designations require additional residential density beyond what was assumed and evaluated in those CEQA documents, the resulting development intensity will exacerbate identified impacts, including but not limited to land use, transportation, infrastructure capacity, public services, and utilities.

Creating SB 79 TOD stop maps would function as a regulatory trigger requiring increased residential development capacity, therefore SCAG's designation of these TOD stops constitutes a discretionary action with reasonably foreseeable environmental consequences. Accordingly, SCAG must conduct appropriate CEQA review of the land use intensification resulting from SB 79 designations prior to adoption of any TOD stop maps. Because the Connect SoCal 2024 Plan includes similar transit maps that have development implications under other state laws, the City recommends that creation of the SB 79 maps be conducted as part of a formal amendment to the Connect SoCal Plan, which would be subject to CEQA review and include opportunities for public comment.

City of Burbank Request

Given the above, the City of Burbank respectfully requests that SCAG:

1. Not designate SB 79 TOD stops for the Metro North Hollywood to Pasadena BRT Corridor Project until the project has been permitted for construction, because project design elements necessary to apply SB 79 criteria are not known until that time.
2. Conduct comprehensive CEQA review that evaluates the environmental impacts associated with the increased residential densities required by SB 79 TOD stop designation prior to map adoption, potentially via an amendment to Connect SoCal 2024 that would be reviewed under CEQA and approved by the SCAG Regional Council.
3. Provide affected jurisdictions an opportunity to review and comment on both the eligibility determinations and the associated environmental analysis.

The City of Burbank remains committed to meeting its housing obligations and advancing sustainable, transit-supportive growth. However, implementation of SB 79 must occur in a manner that is legally sound, environmentally responsible, and transparent to local jurisdictions that will bear the primary responsibility for infrastructure, public safety, and community impacts.

We look forward to continued coordination with SCAG staff on this matter and appreciate your attention to these important concerns.

Sincerely,

Patrick Prescott
Community Development Director
City of Burbank

Cc: Justin Hess, City Manager
Joseph McDougall, City Attorney
Burbank City Council

Sara Jepson, Chief Planning Officer, SCAG